

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Thursday, October 12, 2017
5:30 p.m. Open Session
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California

Minutes

Open Session, Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and the Board led the pledge of allegiance.

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

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

Guest present: Deborah Dudley, Facilitator, California School Boards Association

No Pubic Comments.

1a. Discuss Revised Board Annual Goals

Deborah Dudley led a discussion with the Board regarding the Board Annual Goals.

The Board took a recess at 7:12 p.m. and resumed Open Session at 7:26 p.m.

Adjournment

President Sugarman adjourned the Special meeting on October 12, 2017 at 8:47 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, October 17, 2017
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Hilda Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and Natalya Dollar from North Orange County Education led the pledge of allegiance to the flag.

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

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Dr. Emy Flores, Dr. Chad Hammitt, *Mr. Jay McPhail was absent*

Public Comments:

Natalya Dollar shared information regarding North Orange County Education (NOCE) and the programs and various classes NOCE offers.

Recess to Closed Session – Agenda

At 5:35 p.m., the Board recessed to Closed Session for: •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918]

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

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:21 p.m. and Dr. Ryan Weiss-Wright, Principal at Laguna Road Elementary, led the pledge of allegiance to the flag. President Sugarman reported that in Closed Session the Board Approved General Release and Settlement Agreement between the Fullerton School District and the parents of Student (OAH Case No. 2017080690). The District agrees to reimburse Parents a total amount not to exceed Five Thousand Two Hundred Fifty Dollars (\$5,250.00) ("Compensatory Reimbursement) for costs incurred by Parents for provision of tutoring services to Student through Professional Tutors of America, Club Z, or another tutoring agency that regularly provides tutoring services to students ("Compensatory Service Providers), from the date that the school board approves this Agreement through April 30, 2019. Any and all proof of payment documentation for the Compensatory Services shall be provided on or before May 30, 2019, and if not so provided, reimbursements for same shall be deemed forever waived. District agrees to pay Petitioners Nine Thousand Dollars (\$9,000.00) as full and final settlement of all outstanding claims for any and all claims for attorney fees relating to the Disputes, the Action, and the Agreement, subject to verification of same. This amount shall be paid to "Augustin Egelsee LLP." Petitioners specifically waive any right or claim to any additional attorney's fees or legal costs with respect to the Disputes, the Agreement, or Student's education, to date. Total amount of this Settlement Agreement is \$14,250.00.

Robert C. Fislser School students (Antonette Arevalo, Samantha Manalad, and Nathaniel Cassasola performed the song "America the Beautiful."

Introductions/Recognitions:

Helene Morris, Director of Administrative Services, presented Catch Me at My Best Recipients. Several Principals assisted Mrs. Morris with the recognitions. The following staff were recognized for Catch Me at My Best: Wendy May (Ladera Vista JHS of the Arts), Deborah Kindstrand (Richman School), Stephanie Hitz (Hermosa Drive), Alma Caballero (Valencia Park School), Alfredo Lopez (Maintenance & Operations), Xochitl Perez (Golden Hill School), Anna Im (District Office), Robyn Clemente (Nicolas JHS), Dr. Cindy Bak (Valencia Park School), Julienee Lee (Robert C. Fislser School), Dr. Ryan Weiss-Wright (Laguna Road School), Jeanette Arellano (Hermosa Drive), and Laurie Bruneau (District Office).

Superintendent's Report

Dr. Bob Pletka reported Robert C. Fislser and Valencia Park Schools were named Apple Distinguished Schools for 2017-2019. He thanked Laurie Bruneau (Risk Manager) and Robin Gilligan (Director of Student Support Services) for their support during the recent challenging matters affecting the District.

Information from the Board of Trustees

Trustee Vazquez- She thanked all staff for being supportive of students during this difficult time dealing with many natural disasters.

Trustee Thompson – He shared his appreciation to the District for the ongoing communication and calm demeanor dealing with challenging times.

Trustee Meyer- She reported the Board was well-informed regarding matters affecting students. Trustee Meyer thanked everyone who helped support the Toast to Learning Wine Auction held on October 14. It was a very successful event that helped raise funds for students.

Trustee Berryman- She thanked Executive Cabinet for the valuable information presented at the PTA/PTSA/DELAC/Foundation meeting. She commented it is very beneficial to bring parents together for the benefit of working together for all students. Trustee Berryman attended the OCDE dinner where the one billion acts of kindness campaign was discussed. She encouraged everyone to obtain more information at www.kindnessonebillion.org.

President Sugarman- She stated administration at the District Office kept the Board well informed during the challenging time of dealing with the flutes issue. She commended District Office staff who reached out via phone to the parents whose children were affected. She thanked everyone who attended the Toast to Learning Wine Auction. There were hundreds of volunteers and attendees at the event. President Sugarman commended Dr. Emy Flores and the Educational Services staff for coordinating the staff development for teachers (Strengthening your Core).

A moment of silence was held in recognition of all the victims affected by natural disasters and the tragic shooting in Las Vegas, Nevada.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –Kristin Montoya- She stated FETA is looking forward to the annual PAL Retreat on October 19. She thanked President Sugarman and Trustee Meyer for helping coordinate an amazing Toast to Learning Wine Auction. Mrs. Montoya thanked Dr. Pletka, Dr. Hammitt, and Dr. Coghlan for attending FETA Representative Council in which members shared their thoughts and concerns with the District. She distributed the CTA Educator Magazine to the Board of Trustees and Executive Cabinet and referenced an article on professional development. She reported at FSD, teachers are fortunate to have grade level Wednesdays planning days.

CSEA – no report.

FESMA –Robin Gilligan- She reported administrators have been collaborating during times of crisis. Our heartfelt thoughts for those affected by tragedy and natural disasters.

Public Comments:

No comments.

Approve Minutes

Moved by Beverly Berryman, seconded by Chris Thompson and carried 4-0 to approve minutes of the Regular meeting on September 19, 2017 (Trustee Meyer abstained for being absent at the September 19, 2017 Board Meeting).

Information Item:

Tyree Dorward, Attorney with the Law Firm of Best, Best, and Krieger, provided a brief statement of authority for collecting school fees district-wide on new residential and commercial construction. Fees collected can be used at any site within the district for the construction or reconstruction of school facilities to accommodate enrollment (current or future) based on the most current Developer Fee Justification Study.

Discussion/Action Items:

2a. Authorize Superintendent to initiate refinancing of Fullerton School District's 2010 General Obligation Refunding Bonds and outstanding Certificates of Participation.

Tim Carty from Piper Jaffrey, the District's Financial Consultant provided the Board with information on two refinancing opportunities that currently exist regarding the District debt load. There is an opportunity to save Fullerton tax payers approximately \$497K, net of fees, if the Series A refunding debt is refunded for a second time- there would be no extension of term. The average tax payer in Fullerton would save approximately \$11

over the remaining term of the loan which expires in 2026. The Board chose to proceed with this opportunity and refinancing papers are expected to be presented to the Board at the December 5th Board meeting.

The second opportunity exist with the ability to refinance the Distrit COP with Capital One Bank. A lower interest rate is available and the District general fund would save \$127K over the remaining term of the loan which expires in 2029. The Board chose to proceed with this opportunity and refinancing papers will be presented to the Board at the November 14th Board Meeting.

2b. Approve Board Protocol regarding setting Board Meeting Agendas and Board Member requests for information from staff.

The Board held a discussion regarding Board Protocol. The Board requested receiving further information on the Brown Act. It was moved by Chris Thompson, seconded by Janny Meyer and approved 5-0 to continue the discussion at the upcoming November Board Meeting and receive information on the Brown Act.

2c. Approve protocol for use of District property to name sponsors and donors

Trustee Thompson expressed his concern about District facilities being used to recognize individual parent donors. The Board held a discussion about sponsors and donors and after discussing it was moved by Chris Thompson, seconded by Beverly Berryman and carried 5-0 to bring this topic of discussion to the November 14, 2017 Board Meeting. . Proposed language regarding this topic: Any new recognition of individual parent donors posted on District facilities will be brought to the Board for final approval

The Board took recess at 8:50 p.m. and resumed Open Session at 8:56 p.m

Middle College Presentation:

Trang Lai, Director of Educational Services, presented information to the Board of Trustees on Fullerton School District's Middle College courses that are offered to FSD students. She discussed the criteria for middle school students to apply. Future course offerings will be available in the upcoming school year.

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

Consent Items

Moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to approve 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 L22C0014 through L22C0026, L22D0077 through L22D0174, L22M0055 through L22M0075, L22R0488 through L22R0655, L22T0002 through L22T0005, L22V0077 through L22V0097, and L22X0296 through L22X0308 for the 2017/2018 fiscal year.

1d. Approve/Ratify Nutrition Services purchase.

1e. Approve/Ratify warrants numbered 111806 through 112292 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12343 through 12400 for the 2017/2018 school year.

1g. Adopt Resolutions numbered 17/18-B0005 through 17/18-B0008 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h. Approve/Ratify warrant number 1113 for the 2017/2018 school year (District 40, Van Daele).

1i. Approve/Ratify warrants numbered 1184 through 1185 for the 2017/2018 school year (District 48, Amerige Heights).

- 1j. Approve agreement with Procure America to provide cost reduction consulting services for a period of 36 months beginning with receipt of the first invoice per expense category from Procure America.
- 1k. Approve Change Orders #1, #2, and #3 for Raymond Elementary School Entry Improvements—Revision 1, FSD-17-18-RD-01, to DBMC, Inc.
- 1l. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2017 – September 30, 2017).
- 1m. Approve Focus Teachers MOU between Fullerton School District and Fullerton Elementary Teachers Association for the 2017/2018 school year.
- 1n. Approve PE Independent Study MOU between Fullerton School District and Fullerton Elementary Teachers Association for the 2017/2018 school year.
- 1o. Approve Transportation MOU between Fullerton School District and California School Employees Association (CSEA) Chapter 130 for the 2017/2018 school year. Association (CSEA) Chapter 130 for the 2017/2018 school year.
- 1p. Approve/Ratify Classified Personnel Report.
- 1q. Approve/Ratify the 2017/2018 After School Education and Safety Program Contract.
- 1r. Approve Addenda between Boys & Girls Club of Fullerton and City of Fullerton for contract cost adjustment for the 2017/2018 school year.
- 1s. Adopt Special Education Local Plan Area (SELPA) Local Education Agency (LEA) Assurances.
- 1t. Approve/Ratify 2017/2018 Nonpublic Agency Contract between Fullerton School District and Russo, Fleck & Associates for services effective September 15, 2017 through June 30, 2018.
- 1u. Approve/Ratify Amendment to 2017/2018 Agreement between Fullerton School District and Speech and Language Development Center for services effective July 1, 2017 through June 30, 2018.
- 1v. Approve/Ratify 2017/2018 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Union High School District for special education programs and services effective August 9, 2017 through June 30, 2018.
- 1w. Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education (OCDE), United Way, and Kid Healthy from October 18, 2017 through August 31, 2018.
- 1x. Approve Introduction to Computer Game Design, a Middle College Program Class taught by Fullerton College, at Parks Junior High School for Spring 2018.
- 1y. Approve Agreement with Guided Discoveries, Inc., for Outdoor Science School from October 18, 2017 through June 30, 2018.
- 1z. Approve/Ratify Addendum to 2017/2018 Agreement between Fullerton School District and Approach Learning and Assessment Centers, Inc., dba Olive Crest Academy effective July 1, 2017 through June 30, 2018.
- 1aa. Approve request to solicit competitive proposals for bids for telecommunication and data services for E-rate Y18 (2017/2018) utilizing public contract code (PCC) 20118.2.
- 1bb. Approve request to solicit competitive proposals for bids for data network equipment for E-rate Y18 (2017/2018) utilizing public contract code (PCC) 20118.2.
- 1cc. Approve request to solicit competitive proposals for bids for data network cabling utilizing public contract

code (PCC) 20118.2.

1dd. Approve out-of-state travel for Hilda Sugarman, Dr. Emy Flores, Dr. Robert Coghlan, Jay McPhail and a team of 4 additional staff to attend the Consumer Electronics Show Conference in Las Vegas, Nevada on January 5-8, 2018.

1ee. Approve out-of-state conference attendance for Pablo Diaz, Jason Chong, and Lesley Machado from Innovation & Instructional Support and Maple School to attend the Learning & the Brain Conference in Boston, Massachusetts, from November 10-12, 2017.

1ff. Approve out-of-state conference attendance for Dr. Robert Pletka to attend the annual IES Principal Investigators Meeting in Arlington, Virginia, from January 9-10, 2018.

1gg. Approve Independent Contractor Agreement between Fullerton School District and Marsa Miller for services as the Interim Manager of Transportation Services from October 18, 2017 through December 21, 2017.

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

No requests.

Adjournment

President Sugarman adjourned the Regular meeting on October 17, 2017 at 9:23 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 14, 2017
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Introductions/Recognitions:

Valencia Park School Report & STAGE Seussical cast performing “Oh the things you can think!”
All the Arts for All the Kids
Ladera Vista JHS of the Arts Intramural Sports (Football Champions)
Catch Me at My Best Recipients

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Special Meeting October 12, 2017

Regular Meeting October 17, 2017

Discussion/Action Items:

2a. Adopt Resolution #17/18-11 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 #17/18-12 of the Board of Trustees of the Fullerton School District authorizing the execution and delivery of a First Amendment to lease/purchase agreement, and authorizing and directing certain actions in connection therewith.

The Board will adjourn in order to reconvene as the Fullerton School District Capital Facilities Corporation for the purposes of taking action on a Capital Facilities Corporation Board item and will reconvene immediately following this meeting.

2c. Adopt Resolution #17/18-13 of the Board of Trustees of the Fullerton School District Capital Facilities Corporation approving a first amendment to lease/purchase agreement and the taking of certain other actions in connection therewith.

2d. Approve protocol for use of District property to name sponsors.

Administrative Reports:

3a. First Reading of:

New Board Policies:

BP 3230, Federal Grant Funds

BP 3470, Debt Issuance

Revised Board Policies:

BP 3100, Budget

BP 3110, Transfer of Funds

BP 3430, Investing

3b. California Dashboard Local Indicators Board Report

Discussion Item:

Hiring of Public Information Officer

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 L22C0027 through L22C0051, L22D0175 through L22D0275, L22M0076 through L22M0096, L22R0656 through L22R0812, L22T0006 through L22T0007, L22V0098 through L22V0109, and L22X0309 through L22X0321 for the 2017/2018 fiscal year.

1d. Approve Nutrition Services purchase orders numbered 200265 through 200339 for the 2017/2018 school year.

- 1e. Approve/Ratify warrants numbered 112293 through 112814 for the 2017/2018 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 12401 through 12456 for the 2017/2018 school year.
- 1g. Adopt Resolutions numbered 17/18-B0009 through 17/18-B0012 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1h. Adopt Resolution #17/18-14 to establish temporary interfund transfers of special or restricted fund monies.
- 1i. Award contract to GORM, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-17-51-0058A, for the purchase of janitorial supplies as needed throughout the District.
- 1j. Approve Independent Contractor Agreement between Fullerton School District and Nancy Wikes for services as Nutrition Specialist from November 15, 2017, through October 30, 2018.
- 1k. Approve organizational membership in the California Park & Recreation Society.
- 1l. Approve agreement with Anacal Engineering Co., for topographic survey and modular unit placement plan including DSA review and contract administration services.
- 1m. Approve Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas as Interim Director, Maintenance and Operations, from November 15, 2017, through January 31, 2018.
- 1n. Approve agreement with OMB Electrical Engineers, Inc., for electrical engineering services.
- 1o. Approve agreement with The Design Works Creative Solutions for landscape and irrigation services for playfield renovations.
- 1p. Approve Additive Change Order #4 for Raymond Elementary School Entry Improvements—Revision 1, FSD-17-18-RD-01, to DBMC, Inc.
- 1q. Approve 2017/2018 Nonpublic Agency Master Contract between Fullerton School District and Let's Talk About It effective November 15, 2017 through June 30, 2018.
- 1r. Approve/Ratify Student Teaching and Practicum Agreement between Fullerton School District and National University effective October 17, 2017.
- 1s. Approve/Ratify Classified Personnel Report.
- 1t. Review Orange County Department of Education's Williams Settlement Legislation First Quarter Report for 2017/2018.
- 1u. Approve agreement between Fullerton School District and Ziembra + Prieto Architects for architectural services from November 15, 2017, through June 30, 2018.
- 1v. Approve agreement with Architect 9, LLLP, for architectural services.
- 1w. Approve Agreement #45051 between Fullerton School District and Orange County Department Superintendent of Schools to provide continuing Next Generation Science Standards (NGSS) professional development from December 5, 2017 through May 31, 2018.

1x. Approve/Ratify Amended 2017/2018 Child Development State Preschool Contract effective July 1, 2017 through June 30, 2018.

1y. Approve Independent Contractor Agreement between Fullerton School District and Alfredo Villegas for Music Studio Workshop for Child Development Services staff on January 8, 2018.

1z. Approve/Ratify 2017/2018 Nonpublic School Master Contract between Fullerton School District and Rossier Park School effective September 27, 2017 through June 30, 2018.

1aa. Approve the piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchases of interior finishing materials and exterior landscaping beautification products Districtwide.

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, December 5, 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 necesitan. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

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

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

BOARD AGENDA ITEM #2a

DISCUSSION/ACTION ITEM

DATE: November 14, 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 #17/18-11 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)**

Background: 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.”

Resolution: 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.

Recommendation: Adopt Resolution #17/18-11 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 #17/18-11
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, Agreements	Leases	All Checking, Savings, Checks, Transfers	B-Warrants, Checks, All FSD Accts	Warrant Registers	Employee Notices, Status Changes
Robert Pletka, Ed.D., District Superintendent	X	X	X	X	X	X	X	X	X	X
Robert R. Coghlan, Ph.D., Asst.Supt., Business Services	X	X	X	X	X	X	X	X	X	X
Ema Flores, Ed.D., Asst. Supt., Educational Services	X	X	X		X		X	X	X	
Chad Hammitt, Ed.D., Asst. Supt., Personnel Services	X	X	X		X		X	X	X	X
Jay McPhail, Asst., Supt., Innovation/Instructional Support	X	X	X		X		X	X	X	
Michael Burns, Director, Nutrition Services				X	X		X	X	X	
Melissa Greenwood, Director, Business Services	X			X			X	X	X	
Chanjira Luu, Director, Classified Personnel										X
Robert Macauley, Director, M&O/Facilities Services				X						
Damian Ibarra , Supervisor, Business Services							X	X	X	
Michael McAdam, Supervisor, Purchasing & Warehouse				X			X	X		
Rachel Grantham, Financial Analyst							X	X		
Shannon Illingworth, Nutrition Specialist, Nutrition Services							X	X		

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 November 14, 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 14th day of November 2017, and I have hereunto set my hand and seal this 14th day of November 2017.

Clerk of the Board of Trustees

DISCUSSION/ACTION ITEM

DATE: November 14, 2017

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION #17/18-12 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH**

Background: The Board of Trustees is asked to adopt Resolution #17/18-12 which will authorize the execution of certain documents and to retain certain professionals to provide services related to an amendment of the District's 2011 Refunding Lease.

Rationale: This resolution will authorize an amendment of the District's outstanding 2011 Refunding Lease and approve the form of a First Amendment to the 2011 Refunding Lease to be executed by both the District and the Corporation. This transaction will allow the District to take advantage of lower interest rates and maximize financial resources for the benefit of its students. As the District's financial team, Piper Jaffray & Co. and Stradling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California.

Funding: The District will need to pay for the cost of recording the First Amendment at the Orange County Recorder's Office.

Recommendation: Adopt Resolution #17/18-12 of the Board of Trustees of the Fullerton School District authorizing the execution and delivery of a First Amendment to lease/purchase agreement, and authorizing and directing certain actions in connection therewith.

RC:RG:gs

RESOLUTION NO. 17/18-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Fullerton School District (the “District”) is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the “State”); and

WHEREAS, the District previously determined that it was in the best interest of the District to provide for the refunding of the its then-outstanding Certificates of Participation (1999 Capital Facilities Project) (the “1999 Certificates”); and

WHEREAS, in connection therewith, the District and the Fullerton School District Capital Facilities Corporation (the “Corporation”) entered into that certain Site Lease, dated as of November 1, 2011, by and between the District and the Corporation (the “Site Lease”) and that certain Lease/Purchase Agreement, dated as of November 1, 2011, by and between the District and the Corporation (the “Lease”), pursuant to which the District agreed to lease certain real property of the District (the “Leased Property”) from the Corporation and to pay certain Lease Payments (as defined in the Lease) for the use and possession of the Leased Property; and

WHEREAS, the Corporation assigned its right to receive such Lease Payments from the District to the Capital One Public Financing, LLC, as purchaser of the Lease (the “Purchaser”), pursuant to an Assignment Agreement dated as of November 1, 2011, by and between the Corporation and the Purchaser; and

WHEREAS, the District applied the purchase price paid by the Purchaser to the refunding of the 1999 Certificates; and

WHEREAS, the District desires to, and is informed that the Purchaser is amenable to, amending the Lease to provide for a revised schedule of Lease Payments, thereby lowering the effective rate of interest paid by the District, as well as to provide for certain other revised terms in connection therewith; and

WHEREAS, such amendment shall be accomplished by the execution and delivery of a First Amendment to Lease/Purchase Agreement (the “First Amendment to Lease”) by and between the District and the Corporation, the form of which had been presented to this Board of Trustees at the meeting at which this Resolution is being considered;

NOW, THEREFORE, it is resolved by the Board of Trustees of the Fullerton School District as follows:

SECTION 1. Lease Amendment. This Board of Trustees hereby authorizes the amendment of the Lease pursuant to the terms of the First Amendment to Lease, subject to the written consent of the Purchaser thereto.

SECTION 2. Legal Documents. The form of the First Amendment to Lease, on file with the Secretary of the Board of Trustees, is hereby approved. The President of the Board of Trustees (the “President”), the Superintendent (the “Superintendent”), the Assistant Superintendent, Business Services (the “Assistant Superintendent”), and such other officer of the District as the Superintendent may designate (collectively, the “Authorized Representatives”) are, each alone, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the First Amendment to Lease in substantially said form, with such changes therein as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. Other Actions. The Authorized Representatives and officials and officers of the District are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the execution and delivery of the First Amendment to Lease and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. Such actions as described in this Section 9 heretofore taken by such officers or designees are hereby ratified, confirmed and approved.

SECTION 4. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 5. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 14th day of November, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Fullerton School District

Attest:

Secretary to the Board of Trustees

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Fullerton School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on November 14, 2017, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2017

Secretary

Recording Requested By:)
Fullerton School District)
When Recorded Mail To:)
Stradling Yocca Carlson & Rauth)
44 Montgomery St., Suite 4200)
San Francisco, California 94104)
Attn: David G. Casnocha, Esq.)
)
)
)

This document is recorded for the benefit of the Fullerton School District and recording is fee-exempt under § 27383 of the Government Code.

FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT

by and between the

FULLERTON SCHOOL DISTRICT

and the

FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION,

Dated as of December 1, 2017

Relating to
Lease/Purchase Agreement
Dated as of November 1, 2011

FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT

This First Amendment to Lease/Purchase Agreement, dated as of December 1, 2017 (the "First Amendment") between the FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION, a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of California (herein called the "Lessor"), as lessor, and the FULLERTON SCHOOL DISTRICT, a school district duly organized and existing under and by the virtue of the laws of the State of California (herein called the "Lessee"), as lessee;

W I T N E S S E T H :

WHEREAS, the Lessee has leased certain real property (collectively, the "Property"), to the Lessor pursuant to that certain Site Lease by and between the Lessee and the Lessor ("Site Lease") dated as of November 1, 2011 and recorded as document number 2011000571884 in the office of the County Recorder for the County of Orange (the "County Recorder");

WHEREAS, the Lessor has leased the Property back to the Lessee pursuant to that certain Lease/Purchase Agreement by and between the Lessee and the Lessor, dated as of November 1, 2011, and evidenced by that certain Memorandum of Lease Agreement dated as of November 1, 2011 and recorded as document number 2011000571885 in the office of the County Recorder (collectively, the "Lease")

WHEREAS, pursuant to an assignment agreement, dated as of November 1, 2011 and recorded as document number 2011000571886 in the office of the County Recorder (the "Assignment Agreement"), by and between the Lessor and Capital One Public Funding, LLC (the "Purchaser"), all rights, titles, interests and obligations of the Lessor under the Site Lease and Lease (excepting only certain rights of the Lessor under certain enumerated sections of the Lease) were transferred, assigned and set over to the Purchaser;

WHEREAS, pursuant to Section 8.3 of the Lease, the parties hereto desire to (i) amend the amount of Lease Payments (as defined herein) payable by the Lessee to the Purchaser and (ii) amend the prepayment price due from the Lessee pursuant the Lease;

WHEREAS, the parties hereto intend to evidence such amendment by filing this First Amendment in the County Recorder's Office;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Effective Date. This First Amendment shall become effective on the date of its recordation in the County Recorder's Office, and such date of commencement shall be hereinafter referred to as the "effective date."

Section 2. Lease Payments. From and after the effective date hereof, the Lease Payments due from the Lessee pursuant to Section 4.4(a) of the Lease shall be paid in the amounts shown in Exhibit A-1 hereto, which shall replace in its entirety that certain "Exhibit A" attached to the Lease.

Section 3. Prepayment. From and after the effective date hereof, the prepayment price due from the Lessee pursuant to Section 10.3 of the Lease shall be the prepayment price shown in Exhibit A-1 hereto.

Section 4. Authority. This First Amendment is being executed with the written consent of the Purchaser, and in accordance with Section 8.3 of the Lease (regarding amendments).

Section 5. Lease/Purchase Agreement Continues in Effect. Except as amended and supplemented by this First Amendment, the Lease shall remain in full force and effect.

Section 6. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Binding Effect. This First Amendment shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 7. Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Lease.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers as of the date and year first above written.

FULLERTON SCHOOL DISTRICT CAPITAL
FACILITIES CORPORATION, as Lessor

By: _____

FULLERTON SCHOOL DISTRICT, as Lessee

By: _____

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)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

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)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A-1

SEMI-ANNUAL LEASE PAYMENT SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
6/1/2018	\$180,000	3.000%	\$74,850	\$254,850	\$254,850
12/1/2018					
8	180,000	3.000%	72,150	252,150	
6/1/2019	185,000	3.000%	69,450	254,450	506,600
12/1/2019					
9	185,000	3.000%	66,675	251,675	
6/1/2020	195,000	3.000%	63,900	258,900	510,575
12/1/2020					
0	200,000	3.000%	60,975	260,975	
6/1/2021	195,000	3.000%	57,975	252,975	513,950
12/1/2021					
1	200,000	3.000%	55,050	255,050	
6/1/2022	205,000	3.000%	52,050	257,050	512,100
12/1/2022					
2	210,000	3.000%	48,975	258,975	
6/1/2023	210,000	3.000%	45,825	255,825	514,800
12/1/2023					
3	215,000	3.000%	42,675	257,675	
6/1/2024	220,000	3.000%	39,450	259,450	517,125
12/1/2024					
4	225,000	3.000%	36,150	261,150	
6/1/2025	225,000	3.000%	32,775	257,775	518,925
12/1/2025					
5	230,000	3.000%	29,400	259,400	
6/1/2026	235,000	3.000%	25,950	260,950	520,350
12/1/2026					
6	240,000	3.000%	22,425	262,425	
6/1/2027	240,000	3.000%	18,825	258,825	521,250
12/1/2027					
7	250,000	3.000%	15,225	265,225	
6/1/2028	250,000	3.000%	11,475	261,475	526,700
12/1/2028					
8	260,000	3.000%	7,725	267,725	
6/1/2029	255,000	3.000%	3,825	258,825	526,550
	\$4,990,00			\$5,943,77	\$5,943,77
	0		\$953,775	5	5

Prepayment

The Lease Payments due on and after December 1, 2024 are prepayable in whole or in part on June 1, 2024 and on any date thereafter, at a prepayment price equal to 100% of the principal component of Lease Payments, or portions thereof, to be prepaid, plus accrued interest to the date of such prepayment.

DISCUSSION/ACTION ITEM

DATE: November 14, 2017

TO: Robert Pletka, Ed.D., Secretary to the Corporation

FROM: Robert R. Coghlan, Ph.D., Chief Financial Officer to the Corporation

PREPARED BY: Rachel Grantham, Financial Analyst for the Fullerton School District

SUBJECT: **ADOPT RESOLUTION #17/18-13 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION APPROVING A FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT AND THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

Background: The Fullerton School District (the "District") has determined that it is the District's best interest to amend the existing 2011 Refunding Lease to take advantage of lower interest rates and to retain certain professionals to provide services related to the execution and delivery of the this transaction. The consent of the Fullerton School District Capital Facilities Corporation (the "Corporation") is required in connection with this amendment.

Rationale: This resolution will authorize an amendment of the District's outstanding 2011 Refunding Lease and approve the form of a First Amendment to the 2011 Refunding Lease to be executed by both the District and the Corporation. This transaction will allow the District to take advantage of lower interest rates and maximize financial resources for the benefit of its students. As the District's financial team, Piper Jaffray & Co. and Stradling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California.

Funding: There are no costs to the Corporation associated with amending the existing 2011 Refunding Lease. The District will need to pay for the cost of recording the First Amendment at the Orange County Recorder's Office.

Recommendation: Adopt Resolution #17/18-13 of the Board of Trustees of the Fullerton School District Capital Facilities Corporation approving a first amendment to lease/purchase agreement and the taking of certain other actions in connection therewith.

RC:RG:gs
attachments

RESOLUTION NO. 17/18-13

FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION APPROVING A FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT WITH THE FULLERTON SCHOOL DISTRICT AND THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Fullerton School District Capital Facilities Corporation is a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation") with the authority to assist in the financing of the acquisition, construction, installation and equipping of certain capital improvements on behalf of the Fullerton School District (the "District"); and

WHEREAS, the District previously determined that it was in the best interest of the District to provide for the refunding of the its then-outstanding Certificates of Participation (1999 Capital Facilities Project) (the "1999 Certificates"); and

WHEREAS, in connection therewith, the District and the Corporation entered into that certain Site Lease, dated as of November 1, 2011, by and between the District and the Corporation (the "Site Lease") and that certain Lease/Purchase Agreement, dated as of November 1, 2011, by and between the District and the Corporation (the "Lease"), pursuant to which the District agreed to lease certain real property of the District (the "Leased Property") from the Corporation and to pay certain Lease Payments (as defined in the Lease) for the use and possession of the Leased Property; and

WHEREAS, the Corporation assigned its right to receive such Lease Payments from the District to the Capital One Public Financing, LLC, as purchaser of the Lease (the "Purchaser"), pursuant to an Assignment Agreement dated as of November 1, 2011, by and between the Corporation and the Purchaser; and

WHEREAS, the District applied the purchase price paid by the Purchaser to the refunding of the 1999 Certificates; and

WHEREAS, the Corporation is informed that the District desires to, and that the Purchaser is amenable to, amending the Lease to provide for a revised schedule of Lease Payments, thereby lowering the effective rate of interest paid by the District, as well as to provide for certain other revised terms in connection therewith; and

WHEREAS, such amendment shall be accomplished by the execution and delivery of a First Amendment to Lease/Purchase Agreement (the "First Amendment to Lease") by and between the District and the Corporation, the form of which had been presented to this Board of Directors at the meeting at which this Resolution is being considered;

NOW, THEREFORE, the Board of Directors of the Corporation does hereby resolve as follows:

SECTION 1. Lease Amendment. This Board of Directors hereby authorizes the amendment of the Lease pursuant to the terms of the First Amendment to Lease, subject to the receipt of the written consent of the Purchaser.

SECTION 2. Documents. The form of the First Amendment to Lease presented at this meeting is hereby approved. The President, Vice President, Secretary or Chief Financial Officer of the Corporation, or the President's designee, each alone, are authorized and directed to execute and deliver the First Amendment to Lease on behalf of the Corporation. The First Amendment to Lease shall be executed in substantially the form hereby approved, with such additions thereto and changes therein as are recommended or approved by counsel to the Corporation and approved by the officer or officers of the Corporation executing the documents, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the officers listed above.

SECTION 3. Other Actions. The President, Vice President, Secretary or Chief Financial Officer and such other officers of the Corporation are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the delivery of the First Amendment to Lease and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4. Effect. This Resolution shall take effect from and after its date of adoption.

ADOPTED AND APPROVED this 14 day of November, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

President of the Board of Directors
Fullerton School District Capital Facilities
Corporation

I hereby certify that the foregoing resolution was duly introduced, passed and adopted at the time and place and by the vote as noted above.

Secretary
Fullerton School District Capital Facilities
Corporation

Recording Requested By:)
Fullerton School District)
When Recorded Mail To:)
Stradling Yocca Carlson & Rauth)
44 Montgomery St., Suite 4200)
San Francisco, California 94104)
Attn: David G. Casnocha, Esq.)
)
)
)

This document is recorded for the benefit of the Fullerton School District and recording is fee-exempt under § 27383 of the Government Code.

FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT

by and between the

FULLERTON SCHOOL DISTRICT

and the

FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION,

Dated as of December 1, 2017

Relating to
Lease/Purchase Agreement
Dated as of November 1, 2011

FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT

This First Amendment to Lease/Purchase Agreement, dated as of December 1, 2017 (the "First Amendment") between the FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION, a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of California (herein called the "Lessor"), as lessor, and the FULLERTON SCHOOL DISTRICT, a school district duly organized and existing under and by the virtue of the laws of the State of California (herein called the "Lessee"), as lessee;

W I T N E S S E T H :

WHEREAS, the Lessee has leased certain real property (collectively, the "Property"), to the Lessor pursuant to that certain Site Lease by and between the Lessee and the Lessor ("Site Lease") dated as of November 1, 2011 and recorded as document number 2011000571884 in the office of the County Recorder for the County of Orange (the "County Recorder");

WHEREAS, the Lessor has leased the Property back to the Lessee pursuant to that certain Lease/Purchase Agreement by and between the Lessee and the Lessor, dated as of November 1, 2011, and evidenced by that certain Memorandum of Lease Agreement dated as of November 1, 2011 and recorded as document number 2011000571885 in the office of the County Recorder (collectively, the "Lease")

WHEREAS, pursuant to an assignment agreement, dated as of November 1, 2011 and recorded as document number 2011000571886 in the office of the County Recorder (the "Assignment Agreement"), by and between the Lessor and Capital One Public Funding, LLC (the "Purchaser"), all rights, titles, interests and obligations of the Lessor under the Site Lease and Lease (excepting only certain rights of the Lessor under certain enumerated sections of the Lease) were transferred, assigned and set over to the Purchaser;

WHEREAS, pursuant to Section 8.3 of the Lease, the parties hereto desire to (i) amend the amount of Lease Payments (as defined herein) payable by the Lessee to the Purchaser and (ii) amend the prepayment price due from the Lessee pursuant the Lease;

WHEREAS, the parties hereto intend to evidence such amendment by filing this First Amendment in the County Recorder's Office;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Effective Date. This First Amendment shall become effective on the date of its recordation in the County Recorder's Office, and such date of commencement shall be hereinafter referred to as the "effective date."

Section 2. Lease Payments. From and after the effective date hereof, the Lease Payments due from the Lessee pursuant to Section 4.4(a) of the Lease shall be paid in the amounts shown in Exhibit A-1 hereto, which shall replace in its entirety that certain "Exhibit A" attached to the Lease.

Section 3. Prepayment. From and after the effective date hereof, the prepayment price due from the Lessee pursuant to Section 10.3 of the Lease shall be the prepayment price shown in Exhibit A-1 hereto.

Section 4. Authority. This First Amendment is being executed with the written consent of the Purchaser, and in accordance with Section 8.3 of the Lease (regarding amendments).

Section 5. Lease/Purchase Agreement Continues in Effect. Except as amended and supplemented by this First Amendment, the Lease shall remain in full force and effect.

Section 6. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Binding Effect. This First Amendment shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 7. Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Lease.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers as of the date and year first above written.

FULLERTON SCHOOL DISTRICT CAPITAL
FACILITIES CORPORATION, as Lessor

By: _____

FULLERTON SCHOOL DISTRICT, as Lessee

By: _____

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)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

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)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A-1

SEMI-ANNUAL LEASE PAYMENT SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
6/1/2018	\$180,000	3.000%	\$74,850	\$254,850	\$254,850
12/1/2018					
8	180,000	3.000%	72,150	252,150	
6/1/2019	185,000	3.000%	69,450	254,450	506,600
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9	185,000	3.000%	66,675	251,675	
6/1/2020	195,000	3.000%	63,900	258,900	510,575
12/1/2020					
0	200,000	3.000%	60,975	260,975	
6/1/2021	195,000	3.000%	57,975	252,975	513,950
12/1/2021					
1	200,000	3.000%	55,050	255,050	
6/1/2022	205,000	3.000%	52,050	257,050	512,100
12/1/2022					
2	210,000	3.000%	48,975	258,975	
6/1/2023	210,000	3.000%	45,825	255,825	514,800
12/1/2023					
3	215,000	3.000%	42,675	257,675	
6/1/2024	220,000	3.000%	39,450	259,450	517,125
12/1/2024					
4	225,000	3.000%	36,150	261,150	
6/1/2025	225,000	3.000%	32,775	257,775	518,925
12/1/2025					
5	230,000	3.000%	29,400	259,400	
6/1/2026	235,000	3.000%	25,950	260,950	520,350
12/1/2026					
6	240,000	3.000%	22,425	262,425	
6/1/2027	240,000	3.000%	18,825	258,825	521,250
12/1/2027					
7	250,000	3.000%	15,225	265,225	
6/1/2028	250,000	3.000%	11,475	261,475	526,700
12/1/2028					
8	260,000	3.000%	7,725	267,725	
6/1/2029	255,000	3.000%	3,825	258,825	526,550
	\$4,990,00			\$5,943,77	\$5,943,77
	0		\$953,775	5	5

Prepayment

The Lease Payments due on and after December 1, 2024 are prepayable in whole or in part on June 1, 2024 and on any date thereafter, at a prepayment price equal to 100% of the principal component of Lease Payments, or portions thereof, to be prepaid, plus accrued interest to the date of such prepayment.

DISCUSSION/ACTION ITEM

DATE: November 14, 2017
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE PROTOCOL FOR USE OF DISTRICT PROPERTY TO NAME SPONSORS AND DONORS

Background: The Board of Trustees has expressed an interest in reviewing the protocol for using District property to name sponsors and donors. The Board held discussions at the September 19, 2017 and October 17, 2017 Board Meetings regarding this topic. Proposed language regarding this topic: Any new recognition of individual parent donors posted on District facilities will be brought to the Board for final approval.

Rationale: Board of Trustee expressed a concern about District facilities being used to recognize individual parent donors.

Funding: Not applicable.

Recommendation: Approve protocol for use of District property to name sponsors and donors.

RP:cs

ADMINISTRATIVE REPORT

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **FIRST READING OF NEW BOARD POLICIES 3230 AND 3470; AND
REVISED BOARD POLICIES 3100, 3110, AND 3430**

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 reflect current laws and practice:

New Board Policies:

Section Title: Business and Noninstructional Operations
BP 3230, Federal Grant Funds
BP 3470, Debt Issuance

Upon review of current board policies, the following board policies need to be revised to reflect current laws and practice:

Revised Board Policies:

Section Title: Business and Noninstructional Operations
BP 3100, Budget
BP 3110, Transfer of Funds
BP 3430, Investing

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification, and propose revisions prior to approval of these policies at the December 5, 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.

RC:gs
Attachments

Fullerton School District

Board Policy

Federal Grant Funds

BP 3230

Business and Noninstructional Operations

Board Adopted:

The Board of Trustees recognizes the District's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The District shall comply with all requirements detailed in any grant agreement with an awarding agency and with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521, and any stricter State laws and District policy.

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

The Superintendent or designee shall ensure that the District's financial management systems and procedures provide for the following: (2 CFR 200.302)

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

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the District can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

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

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

The District shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Fullerton School District

Board Policy

Debt Issuance

BP 3470

Business and Noninstructional Operations

Board Adopted:

The Board of Trustees is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the District shall be consistent with law and this policy.

The District shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the District, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the District's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the District's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the District issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the District shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

Goals

The District's debt issuance activities and procedures shall be aligned with the District's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the District shall ensure that it:

1. Maintains accountability for the fiscal health of the District, including prudent management and transparency of the District's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt

5. Monitors the District's statutory debt limit in relation to assessed valuation within the District and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the District's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the District at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the District's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under State and federal tax and securities laws

Authorized Purposes for the Issuance of Debt

The District may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping District facilities
2. To refund existing debt
3. To provide for cash flow needs

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the District's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The District may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both State constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the District, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
 - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the District to meet its cash flow requirements (Government Code 53850-53858)
 - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

- c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the State or federal government that have been appropriated and committed to the District (Government Code 53859-53859.08)
2. Long-Term Debt
 - a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)
 - b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)
 3. Lease financing, including certificates of participation (COPs)
 - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
 - b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)
 4. Special financing programs or structures offered by the federal or State government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
 5. Temporary borrowing from other sources such as the County Treasurer COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the District in any fiscal year in which the District has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the District's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of District property and facilities as identified in the District's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the District's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The District may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies,

or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The District shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the District shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the State, will not cause the District to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the District shall also consider credit issues, market factors, and tax law when sizing the District's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the District shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any District-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the District. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the District to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the District than either a negotiated or competitive sale

Investment of Proceeds

The District shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with State law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the District. Where applicable, the District's

official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

With regard to general obligation bonds, the District shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the District to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The District may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the District shall consider the maximization of the District's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the District in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the District and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The District shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the District shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

In addition, the Superintendent or designee shall ensure that the District completes, as applicable, all performance and financial audits that may be required for any debt issued by the District, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the District has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the District's disclosure filings are updated as needed.

Legal Reference:

EDUCATION CODE

5300-5441 Conduct of elections
15100-15262 Bonds for school districts and community college districts
15264-15276 Strict accountability in local school construction bonds
15278-15288 Citizen's oversight committees
15300-15425 School Facilities Improvement Districts
17150 Public disclosure of non-voter-approved debt
17400-17429 Leasing of district property
17450-17453.1 Leasing of equipment
17456 Sale or lease of district property
17596 Duration of contracts
42130-42134 Financial reports and certifications

ELECTIONS CODE

1000 Established election dates

GOVERNMENT CODE

8855 California Debt and Investment Advisory Commission
53311-53368.3 Mello-Roos Community Facilities Act
53410-53411 Bond reporting
53506-53509.5 General obligation bonds
53550-53569 Refunding bonds of local agencies
53580-53595.55 Bonds
53850-53858 Tax and revenue anticipation notes
53859-53859.08 Grant anticipation notes

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit

UNITED STATES CODE, TITLE 15

78o-4 Registration of municipal securities dealers

UNITED STATES CODE, TITLE 26

54E Qualified Zone Academy Bonds

CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 Prohibition against fraud or deceit

240.15c2-12 Municipal securities disclosure

CODE OF FEDERAL REGULATIONS, TITLE 26

1.6001-1 Records

Fullerton School District

Board Policy

Budget

BP 3100

Business and Noninstructional Operations

Board Adopted: April 7, 1987

Revised:

The Board of Trustees recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans.

The school budget shall be made up annually, considering the best possible estimates from the individual schools and the District administrative staff. Appropriate consolidation shall occur as the budget progresses through the various levels of administrative review established by the Superintendent or designee. The annual budget preparation should be controlled, to the optimum extent, by policies that are compatible with the long-range vision and goals of the School District. The District budget shall serve as a tool for monitoring the fiscal health of the District.

The Superintendent or designee shall determine the time and manner in which the annual budget shall be prepared and issue instructions to the staff. The Superintendent or designee shall also establish a time schedule for the preparation of the budget known as the "Budget Calendar."

Budget Development and Adoption Process

The proposed budget, along with the recommendations of the County Superintendent of Schools, shall be made available for public inspection one week prior to proposed Final Budget Adoption.

Locations, dates, and times where the proposed budget may be inspected, and the time, date, and place where the public hearing on the budget will be held, will be published in a newspaper of general circulation available in the District at least three (3) days before the proposed budget is available for public inspection.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

The Board shall adopt the District budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is formally adopted by the Board shall adhere to the State's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the District budget or by July 1, whichever occurs first,

the Board shall file with the County Superintendent of Schools the adopted District budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the District's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Criteria and Standards

The Superintendent or designee shall develop a District budget in accordance with State criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The District budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for District revenues and expenditures.

Fund Balance

The District shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the District shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the District against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Long-Term Financial Obligations

The District's current-year budget and multiyear projections shall include adequate provisions for addressing the District's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the District's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, District income declines, increased revenues or unanticipated savings are made available to the District, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE

- 1240 Duties of county superintendent of schools
- 33127-33131 Standards and criteria for local budgets and expenditures
- 42103 Public hearing on proposed budget; publication of notice of hearing
- 421202-421289 Budget requirements
- 42130-42134 Financial certifications
- 42140-42141 Disclosure of fiscal obligations
- 42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula
42602 Use of unbudgeted funds
42610 Appropriation of excess funds and limitation thereon
45253 Annual budget of personnel commission
45254 First year budget of personnel commission
52060-52077 Local control and accountability plan
GOVERNMENT CODE
7900-7914 Appropriations limit
CODE OF REGULATIONS, TITLE 5
15060 Standardized account code structure
15440-15451 Criteria and standards for school district budgets
15494-15496 Local control funding formula, expenditures

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

Budget

Preparation

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans.

The school budget shall be made up annually, considering the best possible estimates from the individual schools and the District administrative staff. Appropriate consolidation shall occur as the budget progresses through the various levels of administrative review established by the Superintendent or designee. The annual budget preparation should be controlled, to the optimum extent, by policies that are compatible with the long range vision and goals of the School District. **The district budget shall serve as a tool for monitoring the fiscal health of the district.**

The Superintendent or designee shall determine the time and manner in which the annual budget shall be prepared and issue instructions to the staff. The Superintendent or designee shall also establish a time schedule for the preparation of the budget known as the "Budget Calendar."

~~After Board reviewing of the tentative budget, and no later than July 1, the tentative budget shall be filed with the County Superintendent of Schools. The document shall be returned to the District with the County's corrections and recommendations no later than August 1.~~

Availability of the Proposed Budget **Budget Development and Adoption Process**

The proposed budget, along with the recommendations of the County Superintendent of Schools, shall be made available for public inspection one week prior to proposed Final Budget Adoption.

Locations, dates and times where the proposed budget may be inspected, and the time, date and place where the public hearing on the budget will be held, will be published in a newspaper of general circulation available in the District at least three (3) days before the proposed budget is available for public inspection.

Public Hearing on Proposed Budget

~~The Board of Trustees shall hold a public hearing on the proposed budget prior to the end of the second week in September for the purpose of permitting any resident of the District to appear and speak to the budget or any item on the budget.~~

~~The public hearing on the budget will conclude when there are no requests for further hearing on file. The final adoption of the budget shall not take place until the hearing is concluded.~~

Adoption of the Budget

~~On or before September 15, the Board of Trustees shall adopt the final budget and file it with the County Superintendent of Schools.~~

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and

LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

- 1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.**
- 2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.**
- 3. Committed fund balance includes amounts constrained to specific purposes by the Board.**

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

- 4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.**

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

- 5. Unassigned fund balance includes amounts that are available for any purpose.**

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the

committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference: Education Code
~~35035 Powers and duties of superintendent~~
~~35161 Powers and duties, generally, of Board of Trustees~~
1240 Duties of county superintendent of schools
33127-33131 Standards and criteria for local budgets and expenditures
42103 Public hearing on proposed budget; publication of notice of hearing
~~421202-421289~~ Budget requirements
42130-42134 Financial certifications
42140-42141 Disclosure of fiscal obligations

BP 3100(b)

42238-42251 Apportionments to districts, especially:
42238.01-42238.07 Local control funding formula
42602 Use of unbudgeted funds
42610 Appropriation of excess funds and limitation thereon
45253 Annual budget of personnel commission
45254 First year budget of personnel commission
52060-52077 Local control and accountability plan
GOVERNMENT CODE

Adopted: April 7, 1987

Fullerton School District

Board Policy

Transfer of Funds between Categories; Amendments

BP 3110

Business and Noninstructional Operations

Board Adopted: April 7, 1987

Revised:

The total amount budgeted by the District for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the District may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the District, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution must also be approved by the County Superintendent of Schools and filed with the County Auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any District fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
3. At the close of the school year, the County Superintendent may, with the consent of the Board of Trustees previously given, make transfers between designated fund balance or the unappropriated fund balance and any expenditure classification or classifications or balance any expenditure classifications of the District budget as are necessary to permit the payment of obligations of the District incurred during the school year.
4. Specify amounts to be transferred by the county auditor and treasurer from the District's general fund to the special reserve fund during the fiscal year. If any special reserve funds are maintained for purposes other than capital outlay or if monies in the special reserve fund are not actually encumbered for ongoing expenses, the Board may transfer those monies into the general fund for the general operating purposes of the District. If any monies remain in the special reserve fund at the conclusion of a project, the Board may, by written request to the County Superintendent, auditor, and treasurer, transfer those monies to the District's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

Legal Reference:

Education Code

42125 Designated and unappropriated fund balances

42600 District budget limitation on expenditure

42601 Transfers between funds to permit payment of obligations at close of year

42603 Transfer of monies held in any fund or account to another fund; repayment

42840-42843 Special reserve fund

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

Transfer of Funds between Categories; Amendments

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. ~~Transfers may be made from the undistributed reserve to any expenditure classification at any time by the Board of Trustees on adoption of a written resolution by a two-thirds (2/3) majority vote from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution must also be approved by the County Superintendent of Schools and filed with the County Auditor. (Education Code 42600)~~

~~Transfers may be made between expenditure classifications at any time by a majority vote of the Board of Trustees approving the resolution which is then approved by the County Superintendent of Schools and filed with the County Auditor.~~

2. **Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)**
3. At the close of the school year the County Superintendent may, with the consent of the Board of Trustees previously given, make transfers between ~~the undistributed reserve~~ **designated fund balance or the unappropriated fund balance** and any expenditure classification or classifications or balance any expenditure classifications of the **district** budget as are necessary to permit the payment of obligations of the District incurred during the school year.
4. **Specify amounts to be transferred by the county auditor and treasurer from the district's general fund to the special reserve fund during the fiscal year. If any special reserve funds are maintained for purposes other than capital outlay or if monies in the special reserve fund are not actually encumbered for ongoing expenses, the Board may transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may, by written request to the County Superintendent, auditor, and treasurer, transfer those monies to the district's general fund. (Education Code 42841-42843)**
5. **Transfer monies between other funds or accounts when authorized by law.**

Temporary Transfers between Classifications

~~The Board may direct that monies held in any fund or account may be temporarily transferred from one or more of these accounts to another fund to be used for the payment of obligations of the District, with limitations as set by Education Code 42603.~~

Legal Reference: Education Code
42125 **Designated and unappropriated fund balances**
~~Undistributed reserve~~
42600 District budget limitation on expenditure
42601 Transfers between funds to permit payment of obligations
at close of year
42603 Transfer of monies held in any fund or account to another
fund; repayment
42840-42843 Special reserve fund

Adopted: April 7, 1987

Fullerton School District

Board Policy

Investing

BP 3430

Business and Noninstructional Operations

Board Adopted: April 7, 1987

Revised:

It is the intent of the Board of Trustees to establish a policy for investment of funds held by Fullerton School District. This policy is based upon federal, State, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

1. To assure compliance with all federal, State, and local laws governing the investment of monies and the issuance of debt
2. To protect the principal deposits of the District
3. To generate investment income within the parameters of this policy.

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District. The investment factors the District shall consider, in order of descending importance, are the following:

1. Safety of invested funds
2. Sufficient liquidity to meet future cash flow requirements
3. Attain maximum yield consistent with the aforementioned requirements.

The Assistant Superintendent, Business Services for the District, under the direction of the Superintendent, shall have the responsibility for all decisions and activities performed under the District's Investing policy. The Assistant Superintendent, Business Services, shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio within the parameters established by the Board of Trustees in this Investing policy.

Legal Constraints:

Pursuant to California Education Code, section 41001, the District shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper fund of the District, except as otherwise provided herein. The County Treasurer will be instructed by the District to segregate the funds from funds on deposit by other non-school related depositors to maintain the protections afforded by California Government Code, section 27100.1.

Pursuant to California Education Code, section 41016, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the District in any of the investments specified in California Government Code, sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Trustees has designated for capital outlay or other purposes, where an accumulation over a period of fiscal years is desired.

Authorized Investments

The District shall make investments in the context of the "Prudent Investor Rule" (Civil, Code section 2261, et seq.), which in substance states that:

"Investment shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The District shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the District shall be available for investment ("funds available for investment") under the conditions set forth in this policy.

1. The Orange County Educational Investment Pool(s) established by the Orange County Treasurer for the benefit schools—The District may invest up to one hundred percent (100%) of its funds available for investment in the Orange County Educational Investment Pool(s).
2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies and/or schools—The District may invest up to one hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.
3. To the extent that the District directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code, section 53601.
4. When gifts of stocks, real estate, and other items that would not meet the investment policy guidelines are received, they will be sold as soon as is practical. At times, this may mean holding onto items, such as restricted stock, for a period of time until the restriction on selling is lifted. These restrictions should not be ones imposed by the donor, but legal restrictions placed on the item.

Monies received from the sources or for the purposes listed below may be deposited in a bank or another financial institution. Monies so deposited shall be in a fully insured or collateralized account(s) or instrument(s). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

1. Revolving Cash
2. Associated Student Body Accounts
3. Self-Insurance Funds
4. Proceeds of Debt Issuances
5. Cafeteria Fund
6. Income Awaiting Deposit for All Funds
7. Petty Cash Accounts

Legal Reference:

EDUCATION CODE

41001 Deposit of money in county treasury

42001 General fund deposits and exceptions

Fullerton School District BP 3430

41002.5 Deposit of certain funds in insured institutions
41003 Funds received from rental of real property
41015 Authorization of and limitation investment of district funds
41017 Deposit of miscellaneous receipts
41018 Disposition of money received
42840-42843 Special reserve fund
GOVERNMENT CODE
16430 Eligible securities for investment of surplus money
17581.5 Mandates contingent upon state funding

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

Investing

It is the intent of the Board of Trustees to establish a Policy for investment of funds held by Fullerton School District. ~~The Policy also governs the issuance of debt by the District.~~ This Policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this Policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this Policy are:

1. To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt
2. To protect the principal deposits of the District
3. To generate investment income within the parameters of this Policy.

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District. The investment factors the District shall consider, in order of descending importance, are the following:

1. Safety of invested funds
2. Sufficient liquidity to meet future cash flow requirements
3. Attain maximum yield consistent with the aforementioned requirements.

~~In addition, the District shall adopt measures as set forth herein to ensure that the issuance of debt by the District complies with all applicable state and federal laws, including federal and state securities laws.~~

The Assistant Superintendent, Business Services for the District, under the direction of the Superintendent, shall have the responsibility for all decisions and activities performed under the District's Investing Policy. The Assistant Superintendent, Business Services shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio within the parameters established by the Board of Trustees in this Investing Policy.

Legal Constraints:

Pursuant to California Education Code, Section 41001, the District shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper fund of the District, except as otherwise provided herein. The County Treasurer will be instructed by the District to segregate the District's

Investing (continued)

funds from funds on deposit by other non-school related depositors to maintain the protections afforded by California Government Code, Section 27100.1.

Pursuant to California Education Code, Section 41016, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the District in any of the investments specified in California Government Code, Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Trustees has designated for capital outlay or other purposes, where an accumulation over a period of fiscal years is desired.

Authorized Investments

The District shall make investments in the context of the "Prudent Investor Rule" (Civil Code Section 2261, et seq.), which in substance states that:

"Investment shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The District shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the District shall be available for investment ("funds available for investment") under the conditions set forth in this Policy.

1. The Orange County Educational Investment Pool(s) established by the Orange County Treasurer for the benefit schools -- The District may invest up to one hundred percent (100%) of its funds available for investment in the Orange County Educational Investment Pool(s).
2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies and/or schools -- The District may invest up to one hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.
3. To the extent that the District directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code, Section 53601.

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

BP 3430 (c)

Investing (continued)

4. When gifts of stocks, real estate and other items that would not meet the investment policy guidelines are received, they will be sold as soon as is practical. At times this may mean holding onto items, such as restricted stock, for a period of time until the restriction on selling is lifted. These restrictions should not be ones imposed by the donor, but legal restrictions placed on the item.

Monies received from the sources or for the purposes listed below may be deposited in a bank or another financial institution. Monies so deposited shall be in a fully insured or collateralized account(s) or instrument(s). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

1. Revolving Cash
2. Associated Student Body Accounts
3. Self Insurance Funds
4. Proceeds of Debt Issuances
5. Cafeteria Fund
6. Income Awaiting Deposit for All Funds
7. Petty Cash Accounts

Compliance With State and Federal Securities Laws

~~The District will take reasonable steps to ensure that any debt offerings issued by the District comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the District, the District will retain such expert counsel as needed to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Assistant Superintendent, Business Services, shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.~~

Deposit of Proceeds from the Issuance of Debt

~~The District shall not issue debt for the sole purpose of generating funds for investment. The District shall limit the issuance of debt for the purposes of meeting short-term cash flow needs and to fund capital projects.~~

~~When depositing proceeds from the issuance of debt, the District shall limit such investments to those authorized investments identified in this Policy. Should a trust agreement of a particular debt issued by the District be more restrictive than the District's Policy on authorized investments, then the trust agreement will take precedence.~~

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

BP 3430 (d)

Investing (continued)

Legal Reference:

EDUCATION CODE

41001 Deposit of money in county treasury

42001 General fund deposits and exceptions

41002.5 Deposit of certain funds in insured institutions

41003 Funds received from rental of real property

41015 Authorization of and limitation investment of district funds

41017 Deposit of miscellaneous receipts

41018 Disposition of money received

42840-42843 Special reserve fund

GOVERNMENT CODE

16430 Eligible securities for investment of surplus money

17581.5 Mandates contingent upon state funding

ADMINISTRATIVE REPORT

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability
SUBJECT: CALIFORNIA DASHBOARD LOCAL INDICATORS BOARD REPORT

Background: Based on the Local Control Funding Formula (LCFF), California has a new accountability system that is based on multiple measures. These measures are used to determine local educational agency (LEA) and school progress toward meeting the needs of their students. Performance on these multiple measures will be reported through the new California School Dashboard. This new accountability system is an online tool that reports on multiple measures, including local and state indicators.

Rationale: Staff from Educational Services, Personnel, and Innovation & Instructional Support will present a review of the local indicators used to measure four LCAP priorities: basic conditions at school, implementation of State academic standards, parent engagement, and local climate.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SC:nm

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, promotion(s) and extra duty assignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ss
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 14, 2017**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Clarissa Betker	Substitute Teacher	Employ	100	10/30/2017
Kari Birmingham	Substitute Teacher	Employ	100	10/06/2017
Stephanie Coombs	Substitute Teacher	Employ	100	10/06/2017
Sofia Correa	Substitute Teacher	Employ	100	10/20/2017
Kristine Cowing	Substitute Teacher	Employ	100	10/13/2017
Amber Dube	Substitute Teacher	Employ	100	10/10/2017
Jessica Erickson	Substitute Teacher	Employ	100	10/26/2017
Nicole Erickson	Substitute Teacher	Employ	100	10/26/2017
Kellie Fujimoto	Substitute Teacher	Employ	100	10/20/2017
Kristen Galvez	Substitute Teacher	Employ	100	10/09/2017
Monica Hernandez	Substitute Teacher	Employ	100	10/11/2017
Alma Lorenzo Lopez	Substitute Teacher	Employ	100	10/11/2017
Liliana Martinez	Substitute Teacher	Employ	100	10/11/2017
Hilary Mohlman	Substitute Teacher	Employ	100	10/20/2017
Marisa Moir	Substitute Teacher	Employ	100	10/06/2017
Mary Ann Myers	Substitute Teacher	Employ	100	10/30/2017
Danielle Ostrosky	Substitute Teacher	Employ	100	10/19/2017
Priscilla Park	Substitute Teacher	Employ	100	10/11/2017
Alexis Pina Norman	Substitute Teacher	Employ	100	10/30/2017
Vivian Rios	Substitute Teacher	Employ	100	10/11/2017
Mia Salazar	Substitute Teacher	Employ	100	10/30/2017
Janell Sanchez	Substitute Teacher	Employ	100	10/19/2017
Victoria Veenstra	Substitute Teacher	Employ	100	10/18/2017

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 14, 2017

NEW HIRES - CONTINUED

Danielle Vela	Substitute Teacher	Employ	100	10/11/2017
Diana Villanueva	Substitute Teacher	Employ	100	10/09/2017
Jocelyn Young	Substitute Teacher	Employ	100	10/20/2017
Christian Vazquez	Substitute Teacher	Employ	100	11/03/2017
Monica Jordan	School Nurse	II/3	515	10/23/2017
Betty Suh	School Nurse	III/6	515	10/23/2017
Lorena Toone	Focus Teacher	I/1	302	10/19/2017
Christina Chong	Focus Teacher	I/1		10/18/2017

PROMOTION(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Wesley Kriesel	Director II / Innovation & Instructional Support	IX/H	100	10/16/2017

EXTRA DUTY ASSIGNMENT(S)

Intra District Sports Coach Stipend

Approve stipend of \$600, budget indicated below for participation as a coach in Intra District Sports, for the following certificated personnel:

Kurt Koerth (0130411409-1901)	Charles Choi (0130211409-1901)
Kyle Morita (0130417409-1901)	David Garcia (0130417409-1901)
Matthew Stricker (0130423409-1901)	Christina Chong (0130417409-1901)

Laguna Road Kiln Room

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0130218101-1101 for organizing kiln room on 08/04/2017, for the following certificated personnel:

Enoch Yousling

Laguna Road Involuntary Classroom Movement

Approve stipend of \$120 per day for five (5) days, stipend not to exceed \$600, from budget 0130218101-1101 for involuntary classroom movement and grade level training, on July 19 – August 11, 2017 for the following certificated personnel:

Candace Di Bella

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 14, 2017

EXTRA DUTY ASSIGNMENT(S) - CONTINUED

Laguna Road Grade Level Planning

Approve stipend of \$120 per day for one (1) day, stipend not exceed \$120, from budget 0130218101-1101 for grade level planning, from August 8 – August 14, 2017 for the following certificated personnel:

Connie Choi
Jennifer Kim - Lee

Candace Di Bella

Fisler Master Calendar

NAME	ACTION	EFFECTIVE DATE
Kyle Stava	Contractual hourly rate not to exceed 13.5 hours, budget # 0130430109-1101	05/27/2017 – 08/07/2017

EL Jumpstart

NAME	ACTION	EFFECTIVE DATE
Jennifer Healy	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Pamela Soto	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Leanne Pionke	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Cynthia Garcia	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Natalie Alcaraz	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Christine Villalobos	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Elizabeth Ellison	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Patricia Lockhart	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Linda Wingfield	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017
Jennifer Alonzo	Contractual hourly rate not to exceed 60 hours, budget # 0122452101-1101	06/05/2017 – 06/29/2017

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 14, 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 November 14, 2017.

Clerk/Secretary

CONSENT ITEM

DATE: November 14, 2017

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

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

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

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

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

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

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

RC:gs
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: November 14, 2017

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Acacia	Chess Masters	Community Partner(s)	monetary donation	for the school	\$469.00
Acacia	Ashley Mangino	Community Partner(s)	monetary donation	for the school	\$1,000.00
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$304.00
Beechwood	Beechwood School PTSA		monetary donation	miscellaneous supplies	\$17,976.20
Commonwealth	Lifetouch	Community Partner(s)	monetary donation	PBIS	\$294.69
Fern Drive	Capital Group	Community Partner(s)	monetary donation	classroom supplies	\$50.00
Fern Drive	Shoparoo	Community Partner(s)	monetary donation	school/classroom supplies	\$662.06
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Fisler	PTSA		monetary donation	field trips	\$15,000.00
Golden Hill	Lifetouch	Community Partner(s)	monetary donation	student materials and supplies	\$517.89
Hermosa Drive	Anonymous	Parent(s)	monetary donation	baseball	\$56.00
Hermosa Drive	Anonymous	Parent(s)	monetary donation	baseball	\$78.00
Hermosa Drive	Fullerton Cares Autism Foundation	Community Partner(s)	monetary donation	technology for Room 12	\$300.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	6th grade science camp	\$500.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	for the school	\$790.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	library	\$1,500.00
Hermosa Drive	Mrs. Insoon Park	Parent(s)	monetary donation	baseball	\$50.00
Hermosa Drive	Mr. and Mrs. Gregory Sherman	Parent(s)	monetary donation	baseball	\$100.00
Hermosa Drive	Marcia Taborga, Ph.D.	Parent(s)	monetary donation	baseball	\$20.00
Laguna Road	Cantrell Photography Inc.	Community Partner(s)	monetary donation	for the school	\$643.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	STEM	\$2,000.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	iPads and chargers	\$3,800.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	STEM salary for James Danforth	\$19,850.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	for the school	\$25,000.00
Rolling Hills	CYL Plus, Inc.	Community Partner(s)	monetary donation	for the school	\$82.60
Sunset Lane	Sunset Lane PTA		monetary donation	Accelerated Reader software program	\$4,443.00
Valencia Park	Valencia Park PTA		monetary donation	Knott's attendance incentive	\$1,696.00

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Visual & Performing Arts	All the Arts for All the Kids Foundation	Community Partner	monetary donation	arts education programs	\$100,000.00

CONSENT ITEM

DATE: November 14, 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 L22C0027 THROUGH L22C0051, L22D0175 THROUGH L22D0275, L22M0076 THROUGH L22M0096, L22R0656 THROUGH L22R0812, L22T0006 THROUGH L22T0007, L22V0098 THROUGH L22V0109, AND L22X0309 THROUGH L22X0321 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.

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered L22C0027 through L22C0051, L22D0175 through L22D0275, L22M0076 through L22M0096, L22R0656 through L22R0812, L22T0006 through L22T0007, L22V0098 through L22V0109, and L22X0309 through L22X0321 for the 2017/2018 fiscal year.

RC:MG:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/14/2017

FROM 09/29/2017 TO 10/26/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0027	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	0153150759 5210	Warehouse DC / Conferences and Meetings
L22C0028	ORANGE CNTY DEPARTMENT OF EDUC	175.00	175.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
L22C0029	ORANGE CNTY DEPARTMENT OF EDUC	350.00	350.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
L22C0030	UC REGENTS	675.00	675.00	0130423109 5210	LCFF Base Instruction Parks / Conferences and Meetings
L22C0031	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
L22C0032	ILLUMINATE EDUCATION	300.00	300.00	0150855359 5210	District Testing / Conferences and Meetings
L22C0033	PERSONNEL TESTING COUNCIL	139.00	139.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
L22C0035	UC REGENTS	600.00	600.00	0130223101 5210	LCFF Supplemental Instr Parks / Conferences and Meetings
L22C0036	LOVE AND LOGIC INSTITUTE INC	218.00	218.00	0130215101 5210	LCFF Suppl Instr Golden Hill / Conferences and Meetings
L22C0037	HEINEMANN WORKSHOPS	956.00	956.00	0111615101 5210	Donation Instruct Golden Hill / Conferences and Meetings
L22C0038	FIRST PRESBYTERIAN NURSERY SCH	1,645.00	350.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
			1,295.00	1234052101 5210	Qlty Rating Impr Sys Instr / Conferences and Meetings
L22C0039	CALTAC-PBIS INC.	450.00	450.00	0139155101 5210	Positive Behavior Interv Instr / Conferences and Meetings
L22C0040	AMERICAN SPEECH LANGUAGE HEARI	2,275.00	2,275.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
L22C0041	AMERICAN SPEECH LANGUAGE HEARI	2,655.00	2,655.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
L22C0042	AMERICAN SPEECH LANGUAGE HEARI	295.00	295.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
L22C0043	AMERICAN SPEECH LANGUAGE HEARI	295.00	295.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
L22C0044	ORANGE CNTY DEPARTMENT OF EDUC	39.00	39.00	0140155239 5210	Curriculum Development Discret / Conferences and
L22C0045	CCSESA	450.00	450.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
L22C0046	ORANGE COUNTY COUNCIL FOR GIFT	1,500.00	1,500.00	0111555103 5210	Gifted and Talented Education / Conferences and Meetings
L22C0047	LOVE AND LOGIC INSTITUTE INC	109.00	109.00	0130215101 5210	LCFF Suppl Instr Golden Hill / Conferences and Meetings
L22C0048	ORANGE CNTY DEPARTMENT OF EDUC	600.00	600.00	0140155239 5210	Curriculum Development Discret / Conferences and
L22C0049	ORANGE CNTY DEPARTMENT OF EDUC	50.00	50.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
L22C0050	ORANGE CNTY DEPARTMENT OF EDUC	195.00	195.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings

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L22C0051	ORANGE CNTY DEPARTMENT OF EDUC	600.00	600.00	0130229101 5210	LCFF Suppl Instr Woodcrest / Conferences and Meetings
L22D0175	AMAZON.COM	102.34	102.34	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22D0176	DICK BLICK ART MATERIALS	705.22	705.22	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22D0177	LAKESHORE LEARNING	235.29	235.29	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
L22D0178	OFFICE DEPOT BUSINESS SERVICE	667.51	667.51	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22D0180	EAGLE COMMUNICATIONS	259.05	259.05	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22D0181	HARCOURT OUTLINES INC	172.95	172.95	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
L22D0182	NASCO WEST INC	513.14	513.14	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0183	DICK BLICK ART MATERIALS	166.28	166.28	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0184	SCHOOL SPECIALTY	40.86	40.86	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22D0185	ULINE	346.10	346.10	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
L22D0186	GOPHER SPORT	176.51	176.51	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22D0187	OFFICE DEPOT BUSINESS SERVICE	212.26	212.26	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22D0188	ORIENTAL TRADING COMPANY	414.99	414.99	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
L22D0189	IMAGINAVI INC	1,472.68	707.11	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
			18.86	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
			746.71	0130420199 4310	LCFF Base PE Nicolas / Materials and Supplies Instr
L22D0190	AMAZON.COM	268.25	268.25	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22D0191	AMAZON.COM	137.08	137.08	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
L22D0192	AMAZON.COM	251.27	251.27	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22D0193	AMAZON.COM	57.60	57.60	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22D0194	AMAZON.COM	71.05	71.05	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22D0195	SCHOOL NURSE SUPPLY INC	46.45	46.45	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
L22D0196	SUPPLY MASTER	409.77	409.77	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr

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L22D0197	AUNTIE ROXIES LIFE OF THE PART	395.00	395.00	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22D0198	ORIENTAL TRADING COMPANY	209.53	209.53	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
L22D0199	VEX ROBOTICS INC	7,076.46	7,076.46	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
L22D0200	SITSPOTS	372.17	372.17	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22D0201	AMAZON.COM	400.13	400.13	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22D0202	AMAZON.COM	436.39	436.39	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22D0203	AMAZON.COM	215.69	215.69	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0204	AMAZON.COM	589.96	589.96	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
L22D0205	EARTHQUAKE MANAGEMENT	3,315.30	3,315.30	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22D0206	IMAGINAVI INC	818.26	818.26	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0207	PEARSON EDUCATION INC	6,123.01	6,123.01	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0208	FLAGHOUSE INC	657.04	657.04	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22D0209	COASTAL ENTERPRISES	340.72	340.72	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22D0210	COASTAL ENTERPRISES	365.93	365.93	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22D0211	IMAGESTUFF.COM	387.90	387.90	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
L22D0212	SPIRIT MONKEY LLC	646.50	646.50	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
L22D0213	MAKERBOT INDUSTRIES LLC	694.73	694.73	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
L22D0214	MOMENTUM IN TEACHING LLC	1,700.00	850.00	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
			850.00	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
L22D0215	PALOS SPORTS	6,815.61	6,815.61	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0216	TANAKA FARMS LLC	1,330.00	1,330.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22D0217	APPLE COMPUTER INC	170.25	170.25	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22D0218	AMAZON.COM	214.28	191.96	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
			22.32	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr

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L22D0219	FIRSTCALL OFFICE SOLUTIONS INC	5,500.58	5,500.58	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22D0220	WINSOR LEARNING INC	454.53	454.53	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22D0221	ORIENTAL TRADING COMPANY	598.86	598.86	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22D0222	OC UNITED TOGETHER	50.00	50.00	0130215101 5805	LCFF Suppl Instr Golden Hill / Consultants
L22D0223	HEINEMANN PUBLISHING	58,877.03	58,877.03	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
L22D0224	BULK OFFICE SUPPLY	830.84	830.84	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
L22D0225	SPIRIT MONKEY LLC	269.38	269.38	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22D0226	MATHEMATICAL OLYMPIADS FOR ELE	109.00	109.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22D0227	AMAZON.COM	300.38	300.38	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22D0228	AMAZON.COM	221.83	221.83	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
L22D0229	AMAZON.COM	201.19	201.19	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22D0230	AMAZON.COM	341.40	341.40	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
L22D0231	AMAZON.COM	75.41	75.41	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
L22D0232	LEGO EDUCATION	3,886.83	3,886.83	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22D0233	LEGO EDUCATION	7,773.65	7,773.65	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
L22D0234	EVOLLVE INC	9,697.50	9,697.50	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22D0235	EVOLLVE INC	2,155.00	2,155.00	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
L22D0236	AMAZON.COM	899.96	899.96	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22D0237	AMAZON.COM	2,781.70	2,781.70	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
L22D0238	SPHERO INC	11,636.90	11,636.90	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22D0239	SPHERO INC	2,585.98	2,585.98	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
L22D0240	ULINE	428.85	428.85	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
L22D0241	GOPHER SPORT	730.58	730.58	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0242	GOPHER SPORT	2,159.74	2,159.74	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

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L22D0243	STAPLES ADVANTAGE	96.17	96.17	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
L22D0244	VEX ROBOTICS INC	588.70	588.70	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
L22D0245	NASCO WEST INC	862.49	862.49	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
L22D0246	CUMMINS, MONICA	500.00	500.00	0130417119 4310	LCFF Base Performing Arts LV / Materials and Supplies
L22D0247	ATWATER, NATHEN E.	400.00	400.00	0130417119 4310	LCFF Base Performing Arts LV / Materials and Supplies
L22D0248	CALVO, FRANCISCO	600.00	600.00	0130417119 4310	LCFF Base Performing Arts LV / Materials and Supplies
L22D0249	WALKER ENTERPRISES INC	1,001.70	1,001.70	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
L22D0250	AMAZON.COM	91.54	91.54	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22D0251	AMAZON.COM	59.21	59.21	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0252	AMAZON.COM	146.53	146.53	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0253	AMAZON.COM	81.83	81.83	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0254	MUSICIAN'S FRIEND	215.49	215.49	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0255	INTERNATIONAL INSTITUTE FOR RE	23.56	23.56	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22D0256	NASCO WEST INC	517.10	517.10	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0257	FITNESS FINDERS INC	264.78	264.78	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
L22D0258	CALIFORNIA WEEKLY EXPLORER INC	2,440.00	2,440.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22D0259	CALIFORNIA WEEKLY EXPLORER INC	370.00	370.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22D0260	SEGERSTROM CENTER FOR THE ARTS	1,360.00	1,360.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22D0261	HEINEMANN PUBLISHING	281.42	281.42	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22D0262	HEINEMANN PUBLISHING	88.31	88.31	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
L22D0263	DISNEYLAND RESORT	7,130.00	7,130.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22D0264	AMAZON.COM	27.06	27.06	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0265	AMAZON.COM	24.38	24.38	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22D0266	APPLE COMPUTER INC	64.60	64.60	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

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L22D0267	AMAZON.COM	1,181.08	1,181.08	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0268	AMAZON.COM	85.67	85.67	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22D0269	AMAZON.COM	414.24	414.24	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22D0270	FUN SERVICES	3,100.00	3,100.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0271	CDW.G	153.90	153.90	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
L22D0272	ACCURATE LABEL DESIGNS INC	434.79	434.79	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
L22D0273	IDEASTAGE PROMOTIONS LLC	511.00	511.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22D0274	DEMCO INC	2,219.33	2,219.33	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0275	BOWERS MUSEUM OF CULTURAL ART,	442.00	442.00	0111610101 5850	Donation Instr Acacia / Admission Fees
L22M0076	DEPARTMENT OF GENERAL SERVICES	10,502.50	10,502.50	4067150851 6200	Facilities / Buildings and Improve of Build
L22M0077	CITY SERVICE PAVING	3,900.00	3,900.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22M0078	RETROTEL INC	514.88	514.88	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0079	PROGRESSIVE SURFACING	5,413.50	5,413.50	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0080	INTEGRITY ELECTRIC	860.00	860.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0081	MONTGOMERY HARDWARE COMPANY	1,483.73	1,483.73	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0082	PROGRESSIVE SURFACING	12,163.00	12,163.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
L22M0083	ARCHITECTURE 9 PLLLP	38,500.00	9,625.00	0153353819 5805	Plant Maintenance DC / Consultants
			9,625.00	2567150851 5805	Facilities / Consultants
			19,250.00	4064650851 5805	Redevelop Pass Through Admin / Consultants
L22M0084	SOCAL ENVIRONMENTAL	950.00	950.00	4064650851 5805	Redevelop Pass Through Admin / Consultants
L22M0085	KYA SERVICES LLC	6,551.64	6,551.64	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
L22M0086	ASSISTIVE TECHNOLOGY SERVICES	137.32	137.32	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
L22M0087	PROJECTORZONE.COM	659.12	659.12	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
L22M0088	ALL PREFERRED HYDROSEED INC	5,227.20	5,227.20	0154753849 5640	Grounds Discretionary / Repairs by Vendors

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L22M0089	CITY SERVICE PAVING	5,700.00	5,700.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0090	KYA SERVICES LLC	13,949.83	13,949.83	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
L22M0091	MONTGOMERY HARDWARE COMPANY	750.21	750.21	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0092	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
L22M0093	BAVCO	3,944.69	3,944.69	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0094	HS SHIRTS	948.20	948.20	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0095	ACCENT AWNING COMPANY	876.28	876.28	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
L22M0096	ACOUSTICAL MATERIAL SERVICES	1,274.04	1,274.04	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
L22R0656	GREEN, TERESA	63.60	63.60	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0657	GIGAKOM	106,704.69	106,704.69	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R0658	AMY'S FARM	840.00	840.00	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22R0659	CDW.G	1,794.17	1,794.17	8152451741 4350	Property and Liability / Materials and Supplies Office
L22R0660	ETTINGER, JULIANNE	44.42	44.42	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22R0661	DICK BLICK ART MATERIALS	314.63	314.63	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R0662	CAL POLY POMONA FOUNDATION INC	1,364.00	1,364.00	0111610101 5850	Donation Instr Acacia / Admission Fees
L22R0663	READ NATURALLY	690.00	690.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R0664	PULIDO, ESMERALDA	12.95	12.95	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
L22R0665	SYLVESTER, YVONNE	53.24	53.24	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R0666	OLSEN, STEPHANIE	226.87	226.87	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0667	VETROVEC, STACY	97.92	97.92	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R0668	CLEMENTE, ROBYN	74.49	74.49	0130420109 5210	LCFF Base Instruction Nicolas / Conferences and Meetings
L22R0669	CLEMENTE, ROBYN	140.00	140.00	0121220101 5310	Title I Nicolas Instruction / Dues and Memberships
L22R0670	MIKE LAWRENCE CONSULTING	15,000.00	15,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
L22R0671	HERNANDEZ, FABIOLA	80.00	80.00	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst

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L22R0672	FULLERTON, CITY OF	66.00	66.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0673	FULLERTON, CITY OF	66.00	66.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0674	GANDER PUBLISHING	2,539.70	2,539.70	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
L22R0675	MCGRAW HILL EDUCATION INC	439.56	439.56	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
L22R0676	YOUTHTRUTH STUDENT SURVEY	6,400.00	6,400.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R0677	SPIRIT MONKEY LLC	3,879.00	3,879.00	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Instr
L22R0678	SCHOLASTIC MAGAZINES	317.50	317.50	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0679	MOMENTUM IN TEACHING LLC	6,400.00	6,400.00	0121752101 5805	Teacher Quality Instruction / Consultants
L22R0680	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0681	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0682	DEPARTMENT OF SOCIAL SERVICES	726.00	726.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0683	ARELLANO, JEANNETTE	42.60	42.60	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
L22R0684	CROWN TROPHY OF CYPRESS	9,999.20	9,999.20	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Instr
L22R0685	FULLERTON CLUB LLC	4,923.68	4,923.68	0153957729 4350	Management Support Discr / Materials and Supplies Office
L22R0686	MOVIE LICENSING USA	7,979.00	405.00	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
			405.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
			381.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
			405.00	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
			405.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
			381.00	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
			405.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
			405.00	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
			381.00	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
			405.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
			405.00	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
			405.00	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
			405.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

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L22R0686	*** CONTINUED ***				
			381.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			405.00	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
			405.00	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
			405.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
			405.00	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
			380.00	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
			405.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
L22R0687	AMAZON.COM	430.50	430.50	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R0688	LAKESHORE LEARNING	638.78	638.78	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0689	S&S WORLDWIDE INC	647.52	647.52	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
L22R0690	EDUCATION PRODUCTS AND SERVICE	824.46	824.46	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0691	RUSIEWSKI, MICHELE	45.90	45.90	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R0692	BAGGER, DANIELLE	132.05	132.05	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
L22R0693	AMAZON.COM	766.49	766.49	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R0694	ZEH, KEN	652.36	652.36	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R0695	CALIFORNIA WEEKLY EXPLORER INC	1,060.00	1,060.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0696	CALIFORNIA WEEKLY EXPLORER INC	985.00	985.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0697	CALIFORNIA WEEKLY EXPLORER INC	690.00	690.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0698	CALIFORNIA WEEKLY EXPLORER INC	1,060.00	1,060.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
L22R0699	IXL MEMBERSHIP SERVICES	6,660.00	6,660.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
L22R0700	AMAZON.COM	464.37	464.37	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R0702	EAGLE COMMUNICATIONS	129.38	129.38	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22R0703	JEFFRIES, MALINDA	513.88	513.88	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0704	REED, KIMBERLY	94.77	94.77	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0705	CARTHEW, TERESA	355.55	355.55	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr

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L22R0706	FLESSING, HEATHER	302.11	302.11	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R0707	MORITA, KYLE	32.08	32.08	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R0708	PRADO, CRYSTAL	132.00	132.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
L22R0709	MANKIEWICZ, MATT	129.00	129.00	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
L22R0710	AEROMARK	24.24	24.24	0153050799 4350	Business Administration DC / Materials and Supplies
L22R0711	ORANGE CNTY DEPARTMENT OF EDUC	920.00	920.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
L22R0712	ORANGE CNTY DEPARTMENT OF EDUC	460.00	460.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
L22R0713	PEARSON ASSESSMENT INC	1,302.00	1,302.00	0111555103 4310	Gifted and Talented Education / Materials and Supplies
L22R0714	AMAZON.COM	17.10	17.10	1208555271 4350	Fee Based Childcare Admin / Materials and Supplies Office
L22R0715	AMAZON.COM	10.76	10.76	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
L22R0716	AMAZON.COM	7.96	7.96	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R0717	AMAZON.COM	64.80	64.80	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
L22R0718	SOLTERO-RUIZ, DR ERLINDA	356.13	356.13	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R0719	UNIVERSITY OF OREGON	7,110.00	3,260.00	0139155333 4310	St Jude PBIS Grant Social Svcs / Materials and Supplies
			3,850.00	0151055339 4310	Child Welfare and AttendanceDC / Materials and Supplies
L22R0720	E L ACHIEVE	3,992.17	3,992.17	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Instr
L22R0721	ACHIEVE3000 INC	2,290.00	2,290.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R0722	COSGROVE, MARILEE	50.00	50.00	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R0723	FRIENDS OF JAZZ INC	1,200.00	1,200.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22R0724	FRIENDS OF JAZZ INC	600.00	600.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22R0725	LINK, CHRISTINE	72.00	72.00	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R0726	SEIBERT, SANDRA	34.49	34.49	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R0727	RYAN, THERESA	14.52	14.52	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R0728	SUPPLY MASTER	749.94	749.94	0140955247 4350	Info System iPersonalize Media / Materials and Supplies

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L22R0729	BYUN, CHRISTINE	452.86	452.86	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R0730	TEACHER SYNERGY LLC	222.74	222.74	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R0731	STARFALL EDUCATION	270.00	270.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Instr
L22R0732	LITTLEBITS ELECTRONICS INC	25,310.09	16,873.39	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
			8,436.70	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
L22R0733	AMAZON.COM	110.74	110.74	0151354341 4310	Health Services / Materials and Supplies Instr
L22R0734	AMAZON.COM	96.91	96.91	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0735	AEROMARK	51.72	51.72	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0736	IRVINE RANCH OUTDOOR EDUCATION	33,402.50	33,402.50	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R0737	TIME FOR KIDS MAGAZINE	547.89	547.89	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R0738	DICK BLICK ART MATERIALS	301.20	301.20	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0739	IXL MEMBERSHIP SERVICES	13,065.86	13,065.86	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R0740	MAXI AIDS INC	44.11	44.11	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0741	PEARSON ASSESSMENT INC	487.49	487.49	0151154321 4315	Psychological Services / Materials Test Kits Protocols
L22R0742	AMAZON.COM	43.09	43.09	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0743	RIFTON EQUIPMENT	141.42	141.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0744	PRO ED	350.80	350.80	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0745	FULLERTON COLLABORATIVE	1,000.00	1,000.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
L22R0746	AMAZON.COM	161.63	161.63	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0747	UC REGENTS	41,040.00	41,040.00	0121752101 5805	Teacher Quality Instruction / Consultants
L22R0748	SUPER DUPER PUBLICATIONS	11.72	11.72	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0749	WESTERN PSYCHOLOGICAL SERVICES	58.88	58.88	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
L22R0750	NORTHERN SPEECH SERVICES	109.51	109.51	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0751	SUPER DUPER PUBLICATIONS	233.99	233.99	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr

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L22R0752	AMAZON.COM	197.40	197.40	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0754	PEARSON ASSESSMENT INC	340.30	340.30	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
L22R0755	INTERNATIONAL INSTITUTE FOR RE	306.15	306.15	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Instr
L22R0756	AMAZON.COM	317.69	317.69	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0757	TEACHER SYNERGY LLC	114.13	114.13	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0758	MCDONALD, LAURA	51.17	51.17	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22R0759	AMAZON.COM	55.22	55.22	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0760	LEE, JANICE J	31.04	31.04	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0761	AMAZON.COM	757.65	757.65	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Instr
L22R0762	AMAZON.COM	42.01	42.01	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0763	AMAZON.COM	100.13	100.13	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0764	PELLIZZARI, KELLY	129.49	129.49	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0765	RIVERA, MELISSA	74.25	74.25	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0766	AMAZON.COM	17.10	17.10	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0767	SCHOLASTIC INC	1,110.97	1,110.97	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0768	AMERICAN PRINTING HOUSE FOR	1,879.29	1,879.29	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0769	ORANGE COUNTY DEPT OF EDUCATIO	816.00	816.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
L22R0770	SMYTHE, ANGEL	563.42	563.42	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22R0771	K WEST PRINTING	2,630.23	2,630.23	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor
L22R0772	TEACHER SYNERGY LLC	52.99	52.99	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R0773	BOWERS MUSEUM OF CULTURAL ART,	897.00	897.00	0111610101 5850	Donation Instr Acacia / Admission Fees
L22R0774	ZINNEL, PAMELA	211.25	211.25	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R0775	RYAN, THERESA	154.46	154.46	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R0776	STAVA, KYLE	338.74	338.74	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst

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L22R0777	AMAZON.COM	168.09	168.09	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
L22R0778	CHAVEZ, YASMINE	144.24	144.24	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22R0779	GRIMM, ESTELLA	20.98	20.98	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
L22R0780	VIRCO MANUFACTURING	142.90	142.90	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
L22R0781	APPLE COMPUTER INC	654.35	654.35	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0782	SCHOLASTIC INC	849.69	849.69	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R0783	BERGEN, KIMBERLY	178.58	178.58	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R0784	SPENCER, DIONNA	488.66	488.66	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R0785	BRKICH, JENNIFER	546.16	546.16	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R0786	MORALES, ELIZABETH	125.00	125.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R0787	SOUTHWEST SCHOOL SUPPLY	336.18	336.18	0153050799 4350	Business Administration DC / Materials and Supplies
L22R0788	SOLTERO-RUIZ, DR ERLINDA	143.92	143.92	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R0789	CALIFORNIA SCHOOL BOARDS ASSOC	2,700.00	2,700.00	0152557709 5805	Board Discret / Consultants
L22R0790	SUPER DUPER PUBLICATIONS	17.61	17.61	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0791	STRICKER, MATT	130.08	130.08	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
L22R0792	CONTINENTAL MATHEMATICS	85.00	85.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22R0793	SOK-HUYNH, DEVI	89.36	89.36	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R0794	CATTERN, KELLY	68.51	68.51	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R0795	GUPPY, STEPHANIE	36.53	36.53	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R0796	MYERS, KYLE	390.39	390.39	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R0797	HEINEMANN PUBLISHING	844.27	844.27	0140155239 4310	Curriculum Development Discret / Materials and Supplies
L22R0798	HEINEMANN PUBLISHING	418.91	418.91	0140155239 4310	Curriculum Development Discret / Materials and Supplies
L22R0799	AMAZON.COM	103.81	103.81	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
L22R0800	PLETKA, ROBERT	76.25	76.25	0152657719 4350	Superintendent Discret / Materials and Supplies Office

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22R0801	HAMMITT, CHAD	333.25	333.25	0153957729 4350	Management Support Discr / Materials and Supplies Office
L22R0802	BRANTZEG, MICHELLE	110.00	110.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0803	MONTOYA, KRISTIN	275.07	275.07	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0804	VILLA, KAITLYN	45.00	45.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0805	DICK BLICK ART MATERIALS	122.94	122.94	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R0806	GAMESALAD INC	1,699.00	1,699.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
L22R0807	PASCO SCIENTIFIC	594.78	594.78	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0808	SCHOLASTIC MAGAZINES	317.50	317.50	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0809	FRONT ROW EDUCATION INC	2,700.00	2,700.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
L22R0810	ACOSTA, MARLEEN	59.87	59.87	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
L22R0811	MONTOYA, KRISTIN	379.85	379.85	0152657719 4350	Superintendent Discret / Materials and Supplies Office
L22R0812	DOAN, MICHELLE	24.77	24.77	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Office
L22T0006	CI SOLUTIONS	346.33	346.33	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
L22T0007	ANAHEIM UNION HIGH SCHOOL DIST	441.00	441.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
L22V0098	RAPTOR TECHNOLOGIES LLC	24,636.12	18,235.77 6,400.35	8152451741 4350 8152451741 6410	Property and Liability / Materials and Supplies Office Property and Liability / New Equip Less Than \$10,000
L22V0099	STOTZ EQUIPMENT	37,563.53	37,563.53	0153353859 6550	Maintenance Facilities DC / Repl Equip Greater Than
L22V0100	B AND M LAWN GARDEN	503.69	503.69	0154753849 6410	Grounds Discretionary / New Equip Less Than \$10,000
L22V0101	CDW.G	16,633.01	3,221.73 13,411.28	0140955249 4310 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Instr Info Systems Serv Media DC / New Equip Less Than
L22V0102	DISCOUNT SCHOOL SUPPLY	1,313.54	785.58 527.96	1231019101 4310 1231019101 6410	Preschool Instruction / Materials and Supplies Instr Preschool Instruction / New Equip Less Than \$10,000
L22V0103	AMAZON.COM	4,568.53	4,568.53	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0104	SCHOOL NURSE SUPPLY INC	688.52	688.52	0130225101 6410	LCFF Supplemental Inst Richman / New Equip Less Than
L22V0105	CDW.G	4,524.47	280.20	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/14/2017

FROM 09/29/2017 TO 10/26/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22V0105	*** CONTINUED ***				
			4,244.27	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
L22V0106	GRAINGER INC, WW	3,068.57	3,068.57	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
L22V0107	ACE INDUSTRIAL SUPPLY INC.	828.93	828.93	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
L22V0108	US AIR CONDITIONING DISTRIBUTO	1,939.50	1,939.50	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22V0109	B AND M LAWN GARDEN	503.68	503.68	0154753849 6410	Grounds Discretionary / New Equip Less Than \$10,000
L22X0309	LOWES HIW INC	1,000.00	1,000.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22X0310	UC REGENTS	20,000.00	20,000.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
L22X0311	STAPLES 0025724519	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
L22X0312	UTRECHT ART SUPPLIES	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
L22X0313	L A GRINDING	150.00	150.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
L22X0314	LEG GODT	45,000.00	29,000.00	0111630101 5805	Donation Discretionary Fislser / Consultants
			16,000.00	0111930101 5805	Phelps Grant Instr Fislser / Consultants
L22X0315	LEVINSON, SUSAN AND BARRY	18,871.41	18,871.41	0142054201 5828	Special Ed Administration / Special Education Settlements
L22X0316	WESTONE LABORATORIES INC	1,000.00	1,000.00	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22X0317	LEG GODT	45,000.00	45,000.00	0130222101 5805	LCFF Suppl Instr Pacific Drive / Consultants
L22X0318	LEG GODT	45,000.00	45,000.00	0130228101 5805	LCFF Suppl Instr Valencia Park / Consultants
L22X0319	COSTCO WHOLESALE	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
L22X0320	OFFICE DEPOT BUSINESS SERVICE	1,500.00	1,000.00	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
			500.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22X0321	MOMENTUM IN TEACHING LLC	6,800.00	6,800.00	0130228101 5805	LCFF Suppl Instr Valencia Park / Consultants
	Fund 01 Total:	817,070.91			
	Fund 12 Total:	29,413.55			
	Fund 25 Total:	9,625.00			
	Fund 40 Total:	63,366.97			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/14/2017

FROM 09/29/2017 TO 10/26/2017

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
	Fund 81 Total:	26,430.29			
	Total Amount of Purchase Orders:	945,906.72			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 11/14/2017

FROM 09/29/2017 TO 10/26/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0130	HAZ RENTAL CENTER	477.63	+362.88	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
			-192.55	0130417109 5210	LCFF Base Instr Ladera Vista / Conferences and Meetings
L22D0131	PROJECT LEAD THE WAY	4,898.45	-5.86	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
L22D0135	SPIRIT MONKEY LLC	700.00	+200.00	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
L22M0037	DBMC INC	128,795.00	+14,000.00	4064650851 6100	Redevelop Pass Through Admin / Sites and Site Improvements
L22M0065	ARCHITECTURE 9 PLLLP	78,779.28	+38,154.28	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
L22M0070	SCOTT OVERHEAD DOORS AND DOCK	2,222.00	+749.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22R0101	STERLING HEALTH SERVICES INC	15,721.00	+2,250.00	0110023101 3401	Instruction Parks PR / Health Insurance Certificated
			+2,838.00	0112254101 3401	Special Day Class MM Instr / Health Insurance Certificated
			+2,838.00	0114154101 3401	Designated Instr Serv Severe / Health Insurance Certificated
			+2,015.00	0114154321 3431	Desig Instr Serv Severe Psych / Health Insurance Cert Mgmt
			+2,015.00	0151154321 3431	Psychological Services / Health Insurance Cert Mgmt
L22R0113	NATIONAL SCIENCE TEACHERS ASSO	197.88	+36.97	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R0603	UZBL LLC	11,637.00	+11,637.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
			-11,206.00	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
L22R0648	SPELLINGCITY.COM INC	504.00	+56.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies Inst
L22X0017	SOUTHWEST SCHOOL SUPPLY	25,000.00	+5,000.00	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
			+5,000.00	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
L22X0041	ALBERTSON'S LLC	1,000.00	-4,000.00	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies Instr
L22X0042	SMART AND FINAL STORES CORPORA	5,000.00	+4,000.00	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies Instr
L22X0080	EARTHQUAKE MANAGEMENT	10,000.00	+5,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
L22X0297	KAMSTRA PIANO TUNING LLC	500.00	+250.00	0111618101 5640	Donation Instruction Laguna Rd / Repairs by Vendors
L22X0302	MUSIC AND ARTS CENTER	3,000.00	+500.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
L22Y0004	ACE INDUSTRIAL SUPPLY INC.	4,000.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 11/14/2017

FROM 09/29/2017 TO 10/26/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22Y0025	GRAINGER INC, WW	2,800.00	+800.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0029	LEE AND SON ALIGNMENT	3,750.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+2,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
	Fund 01 Total:		29,143.44		
	Fund 25 Total:		38,154.28		
	Fund 40 Total:		14,000.00		
	Fund 81 Total:		5,000.00		
	Total Amount of Change Orders:		86,297.72		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/14/2017

FROM 09/29/2017 TO 10/26/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0034	ATKINSON ANDELSON LOYA RUDD RO	258.00	258.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
L22D0179	CC-PURCHASING	369.88	369.88	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R0428	FLOCABULARY INC	96.00	96.00	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
L22R0495	RODGERS & HAMMERSTEIN	1,416.50	1,416.50	0130417119 4310	LCFF Base Performing Arts LV / Materials and Supplies
L22R0701	UC REGENTS	675.00	675.00	0130423109 5210	LCFF Base Instruction Parks / Conferences and Meetings
L22V0073	CC-PURCHASING	1,399.66	1,399.66	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
Fund 01 Total:		4,215.04	4,215.04		
Total Amount of Purchase Orders:		4,215.04	4,215.04		

Addendum to:

Cancelled Purchase Orders Report
Board of Trustees Meeting 11/14/2017

Purchase order number **L22R0753** did not appear on the Cancelled Purchase Orders Report. This purchase order was cancelled within the reporting period, but it does not appear on the report due to circumstances beyond our control.

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE NUTRITION SERVICES PURCHASE ORDERS NUMBERED 200265 THROUGH 200339 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 29, 2017 through October 26, 2017, contains purchase orders numbered 200265 through 200339 for the 2017/2018 school year totaling \$693,693.55. Purchase order numbers 200305-200311 and 200326 were voided.

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

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

Funding: Nutrition Services Fund.

Recommendation: Approve Nutrition Services purchase orders numbered 200265 through 200339 for the 2017/2018 school year.

RC:MB:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
9-29-17 through 10-26-17

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
	NONE			
	Processed Food & Commodity P.O.'s			
	NONE			
	Total OPEN Purchase Orders			\$ -
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			693,693.55
	TOTAL PURCHASE ORDERS			\$ 693,693.55

CONSENT ITEM

DATE: November 14, 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 WARRANTS NUMBERED 112293 THROUGH 112814 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 112293 through 112814 for the 2017/2018 school year totaling \$3,171,488.30. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$3,089,848.34
12	Child Development	22,135.95
25	Capital Facilities	6,286.36
40	Special Reserve	24,434.62
68	Workers' Compensation	7,119.98
81	Property/Liability Insurance	<u>21,663.05</u>
	Total	\$3,171,488.30

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 112293 through 112814 for the 2017/2018 school year.

RC:MG:gs

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 12401 THROUGH 12456 FOR THE 2017/2018 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 12401 through 12456 for the 2017/2018 school year. The total amount presented for approval is \$346,360.72.

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 12401 through 12456 for the 2017/2018 school year.

RC:MB:tg

CONSENT ITEM

DATE: November 14, 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 17/18-B0009 THROUGH 17/18-B0012 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 17/18-B0009 through 17/18-B0012 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$1,108 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	-\$1,108
Total:		-\$1,108

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$30,900
2000	Classified Salaries	3,757
3000	Employee Benefits	32,396
4000	Books and Supplies	-132,041
5000	Services & Other Operating Expenses	63,880
Total:		-\$1,108

Explanation: This Resolution reflects an adjustment to ASB reimbursements and adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$119,871 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$119,871
Total:		\$119,871

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$72,382
2000	Classified Salaries	45,756
3000	Employee Benefits	21,562
4000	Books and Supplies	-29,252
5000	Services & Other Operating Expenses	9,423
Total:		\$119,871

Explanation: This Resolution reflects an increase in revenue and expenditures for school site, McCoy Mills, foundation, and Early Learning Including PreSchool (ELIP) donations. It also includes adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$15,992
2000	Classified Salaries	23,800
3000	Employee Benefits	12,097
4000	Books and Supplies	-51,564
5000	Services & Other Operating Expenses	-325
	Total:	<u>\$0</u>

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

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

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$195,100
5000	Services & Other Operating Expenses	140
6000	Capital Outlay	194,960
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Special Reserve for Capital Outlay Projects Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 14, 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 #17/18-14 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES**

Background: In order to provide flexibility in having cash available to meet its financial obligations, the Board of Trustees may direct that money held in any fund or account may be temporarily transferred to another fund or account of the District as authorized by Education Code section 42603.

The amounts transferred shall be repaid either the same fiscal year or no later than 120 days from year-end.

Rationale: This agenda item will allow, if necessary, the use of temporary interfund transfers and will allow the District to meet its financial obligations.

Funding: Not applicable.

Recommendation: Adopt Resolution #17/18-14 to establish temporary interfund transfers of special or restricted fund monies.

RC:MG:gs
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION #17/18-14 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES

ON MOTION of Member _____, seconded by Member _____, the following Resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations as authorized by Education Code section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation, or be considered income, to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year, if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2017/2018 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or designee:

FUND NO.DESCRPTION

01	General Fund
12	Child Development Fund
13	Cafeteria Special Revenue Fund
14	Deferred Maintenance Fund
21	Building Fund
25	Capital Facilities Fund
40	Special Reserve for Capital Outlay Fund
67	Self Insurance Fund

PASSED AND ADOPTED by the Board of Trustees on November 14, 2017, by the following vote:

AYES: _____ NOES: _____ ABSTAIN _____ ABSENT: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, _____, Clerk/Secretary of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESS my hand this 14th day of November 2017

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: November 14, 2017

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

FROM: Rob Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Supervisor, Purchasing & Warehouse

SUBJECT: **AWARD CONTRACT TO GORM, INC., PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-17-51-0058A, FOR THE PURCHASE OF JANITORIAL SUPPLIES**

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

The District's Purchasing Department has considered procurement methods for the purchase of janitorial supplies and related items and finds that, as applicable, it is in the best interest of the District to procure those items utilizing the CMAS Contract Number 4-17-51-0058A. This contract expires on September 30, 2021.

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

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

Funding: Purchasing will be funded from various programs and site budgets as appropriate.

Recommendation: Award contract to GORM, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-17-51-0058A, for the purchase of janitorial supplies as needed throughout the District.

RC:MM:gs

CONSENT ITEM

DATE: November 14, 2017

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NANCY WIKES FOR SERVICES AS NUTRITION SPECIALIST FROM NOVEMBER 15, 2017, THROUGH OCTOBER 30, 2018**

Background: In an effort to better serve our students, parents, community, and the District, Nutrition Services needs to establish better lines of communication with all of our stakeholders. The time commitment and expertise to accomplish this goal is beyond the capacity of staff. Therefore, it is recommended to contract with Nancy Wikes to assist the District in establishing processes and systems to accomplish our goal.

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

Funding: Services will be on an hourly basis. Hours and/or projects will be approved in advance by the Director of Nutrition Services. The cost is an hourly rate of \$40 per hour, not to exceed \$100,000, to be paid from the Nutrition Services Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Nancy Wikes for services as Nutrition Specialist from November 15, 2017, through October 30, 2018.

RC:MB:tg
Attachment

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Nancy Wikes, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **services as the Nutrition Services consultant for marketing, promotion, and nutrition specialist**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 15, 2017**, and will diligently perform as required and complete performance by **October 31, 2018**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Thousand dollars (\$100,000), at an hourly rate of \$40 for 40 hours per week over 50 weeks**.. District shall pay Contractor according to the following terms and conditions:
Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **Air Travel, Mileage, Accommodations, and Meals**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **District staff, paper, printing, supplies, computer while at District locations, and other necessary items to complete projects assigned by the Director of Nutrition Services.**

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District

may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

(1) Each Occurrence	\$1,000,000
---------------------	-------------

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$100,000 or each occurrence.

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

c. Professional Liability Insurance with a limit of N/A per occurrence, if applicable.

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

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: N/A per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Nancy Wikes

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

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

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

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

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

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

This Agreement is entered into this **14th** day of **November 2017**.

FULLERTON SCHOOL DISTRICT

Nancy Wikes
(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

Nancy Wikes, RD
Nutrition Services Consultant

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 14, 2017

TO: 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 ORGANIZATIONAL MEMBERSHIP IN THE CALIFORNIA PARK & RECREATION SOCIETY**

Background: The California Park & Recreation Society (CPRS) is a nonprofit, professional and public interest organization whose members are dedicated to promoting children’s right to play in a safe and challenging play environment. CPRS provides the most comprehensive and up-to-date training on playground safety as well as certification for playground safety inspectors.

It is in the District’s best interest to have an employee certified as a Playground Safety Inspector. Historically, a Maintenance & Operations employee has attended the certification course and taken the exam every four years as required to maintain certification.

Rationale: This year it was determined that it would be more cost-effective to purchase a one-year membership in the CPRS, as the course is offered at a lower cost to members. The total cost, with membership, is lower than the cost for just the course.

Funding: Cost for a one-year membership is \$110 and is to be paid from the General Fund.

Recommendation: Approve organizational membership in the California Park & Recreation Society.

RC:RM:mm

CONSENT ITEM

DATE: November 14, 2017

TO: 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 AGREEMENT WITH ANACAL ENGINEERING CO., FOR TOPOGRAPHIC SURVEY AND MODULAR UNIT PLACEMENT PLAN INCLUDING DSA REVIEW AND CONTRACT ADMINISTRATION SERVICES

Background: The District currently has various construction projects in progress. The services of an electrical engineer are needed.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. Professional land surveyors can assist the architect in obtaining necessary approvals of drawings from DSA and submit topographic survey drawings and calculations necessary to secure approvals.

District staff recommends entering into an agreement with Anacal Engineering Co., for these services. Anacal Engineering Co., is a full-service engineering firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractors Agreement. The total projected cost for services of each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Cost will be paid from various funds, including the General Fund and District 48 (Amerige Heights).

Recommendation: Approve agreement with Anacal Engineering Co., for topographic survey and modular unit placement plan including DSA review and contract administration services.

RC:RM:ys
Attachment

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Anacal Engineering Co.**, 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 **Anacal Engineering Co.**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 15, 2017**, and will diligently perform as required and complete performance by **June 30, 2018**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement. District shall pay Contractor according to the following terms and conditions:

<u>Hourly Rates:</u>	
Research/Processing	\$ 90.00
Professional Consultation	\$ 150.00
Engineering /Design	\$ 130.00
Drafting/Office	\$ 110.00
2-Man Field Crew	\$ 235.00
(Fisler) Topographic Survey	\$2,200.00
(Fisler) Modular Unit Placement Plan	\$2,500.00
(Fisler) Contract Administration	\$1,200.00
(Fisler) DSA Review Assistance	\$ 750.00

Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the

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

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage;

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

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

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

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

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

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

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs

and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

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

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

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

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

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

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

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

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

11.2 No later than **thirty (30)** days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Anacal Engineering Co.
1900 East La Palma Avenue, Suite 202
Anaheim, California 92805
Attn: David C. Queyrel

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

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

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

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

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

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

This Agreement is entered into this **14th** day of **November 2017**.

FULLERTON SCHOOL DISTRICT

(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: November 14, 2017

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

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

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MILTOS VARKATZAS AS INTERIM DIRECTOR, MAINTENANCE AND OPERATIONS, FROM NOVEMBER 15, 2017, THROUGH JANUARY 31, 2018**

Background: The District is in need of temporary management of the Maintenance and Operations Department. The time commitment and expertise for these services is beyond the capacity of current District employees. Therefore, it is recommended the District contract with Miltos Varkatzas as Interim Director to provide these services.

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

Funding: Services will be on an hourly basis. Hours and/or projects will be approved in advance by the Assistant Superintendent, Business Services. The cost is an hourly rate of \$168 for 16 hours per week over 11 weeks, not to exceed \$29,568, to be paid from the General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas as Interim Director, Maintenance and Operations, from November 15, 2017, through January 31, 2018.

RC:gs
Attachment

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **services as the Interim Director, Maintenance and Operations**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 15, 2017**, and will diligently perform as required and complete performance by **January 31, 2018**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty Nine Thousand Five Hundred Sixty Eight dollars (\$29,568), at an hourly rate of \$168 for 16 hours per week over 11 weeks**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: N/A
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to

this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

- | | | |
|-----|---|-------------|
| (1) | Each Occurrence | \$1,000,000 |
| (2) | Products/Completed Operations Aggregate | \$1,000,000 |

(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Miltos Varkatzas

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

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

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

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

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

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

This Agreement is entered into this **14th** day of **November 2017**.

FULLERTON SCHOOL DISTRICT

By: _____
(Signature)

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

(Contractor Name)

By: _____
(Signature)

(Title)

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 14, 2017

TO: 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 AGREEMENT WITH OMB ELECTRICAL ENGINEERS, INC., FOR ELECTRICAL ENGINEERING SERVICES

Background: The District currently has various construction projects in progress. The services of an electrical engineer are needed.

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

District staff recommends entering into an agreement with OMB Electrical Engineers, Inc., for these services. OMB Electrical Engineers, Inc., is a full-service engineering firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractors Agreement. Total projected cost for services for each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Cost will be paid from various funds, including the General Fund and District 48 (Amerige Heights).

Recommendation: Approve agreement with OMB Electrical Engineers, Inc., for electrical engineering services.

RC:RM:ys
Attachment

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **OMB Electrical Engineers, Inc.** hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 15, 2017**, and will diligently perform as required and complete performance by **June 30, 2018**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement. District shall pay Contractor according to the following terms and conditions:

<u>Hourly Rates:</u>	
Principal	\$200.00
Lighting Designer	\$175.00
Project Engineer	\$165.00
Sr. Designer	\$140.00
Designer	\$120.00
BIM / REVIT	\$100.00
CAD Drafting	\$ 90.00
Clerical	\$ 70.00

Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the

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

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 No later than **thirty (30)** days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In

addition, the certificates of insurance shall include a provision stating “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

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

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

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

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

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

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

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

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability,

gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

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

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

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

Contractor:
OMB electrical Engineers, Inc.
8825 Research Drive
Irvine, California 92618
Attn: Brian Smith

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

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

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

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

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

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

This Agreement is entered into this **14th** day of **November 2017**.

FULLERTON SCHOOL DISTRICT

(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

(Title)

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: November 14, 2017

TO: 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 AGREEMENT WITH THE DESIGN WORKS CREATIVE SOLUTIONS FOR LANDSCAPE AND IRRIGATION SERVICES FOR PLAYFIELD RENOVATIONS EFFECTIVE NOVEMBER 15, 2017 THROUGH JUNE 30, 2018

Background: The District plans to enter into various construction projects consisting of landscape and irrigation services as part of playfield renovations. The services of a licensed landscape and irrigation specialist are necessary in the preparation of site investigation/preliminary design work, review of site plan layouts, determination of hardscape issues, project budgets, schedules, architectural plans, etc. Services would also include the interface with the Division of the State Architect and the Office of Public School Construction and other tasks related to the completion of landscape and irrigation playfield renovation projects.

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

Funding: Total cost not to exceed \$31,350 to be paid from various District funds.

Recommendation: Approve agreement with The Design Works Creative Solutions for landscape and irrigation services for playfield renovations effective November 15, 2017 through June 30, 2018.

RC:RM:ys
Attachment

OCT 24 2017

PROPOSAL



THE DESIGN
WORKS
'CREATIVE SOLUTIONS'

10/18/17

Bob Macauley, Director of Maintenance and Facilities

Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833
Phone: (714) 447-7440
Fax: (714) 447-7525
email: bob_macauley@myfsd.org

Re: Landscape and irrigation services for Playfield renovations at
Raymond Elementary School
Orangethorpe Elementary School
Acacia Elementary School
Rolling Hills Elementary School

Scope of work area includes the main campus playfield as indicated on PDF maps provided by the District.

Dear Bob:

Thank you very much for considering The Design Works for the above referenced project. We respectfully submit the following proposal.

SCOPE OF WORK

Phase 01 - Site investigation/ Preliminary Design work.

The following will be done for each school:

- a. Review all information provided by District including any original plans that may be helpful in determining existing conditions that exist at each of the schools.
- b. Search my files for projects done in the past and determine if there are any plans that can be used for this project.
- c. Meet with District representatives to review existing landscape and irrigation and determine exact areas where landscape/ irrigation work will occur as well as the following:
 - i. It is understood that all existing irrigation at the playfields will be either removed or abandoned in place. No materials downstream of the determined POC will be retained.
 - ii. Location of point(s) of connection, meters, remote control valves, controllers, etc. Existing Controllers shall be retained where possible. Verify available pressure at each of the sites as near to the prescribed point of connection as possible.
 - iii. Review site plan layout and determine if there are any hardscape issues related to landscape/ irrigation design, safety and maintenance that might want to be revised to make the system more efficient and or safe. Provide input where it is recommended to have headers or any other elements that will provide a better site and promote a more efficient irrigation system, improve site design and safety. Recommendations will be provided to the District in PDF format for review. Each sites general

grading will be reviewed and problem areas will be identified. Existing above grade drainage structures will be identified.

- iv. Verify current site layout with plans that I have found or that the District has provided on site. This would include field measurements to verify playfield edge configurations, locations of above grade utilities, existing trees, fence lines, backstops, etc.
 - v. Review with the District any existing design guidelines, standards of materials/ methods and specifications. Discuss turf types.
 - vi. During each site visit a soil sample will be taken for analysis. Soil analysis recommendations are required for MWEL0 submittal. This can be done now and recommendations be implemented into the bid documents or have the contractor perform the sampling and testing. I like to do it all up front as then any extra mitigation measures that might need to be taken into account can be bid. If the contractor does the work, it will not be known what extra measures, if any need to be taken to mitigate any soils problem until after the initial bid has been submitted and approved. Any extra work will need to be a change order. If I perform the sampling and submit samples the work involved and testing fees are paid for within my fees.
- d. Put together bases for school fields. Transpose all information verified/ found during prior site visits onto digital base for use for irrigation and planting plans.
 - e. There will be additional site work at Orangethorpe to locate and identify irrigation heads at the adjacent park. There is no fence line here and irrigation systems need to blend together requiring verification of location of existing irrigation heads at the adjacent site.
 - f. Additional design work at Rolling Hills to smooth out and simplify the turf edge at the school's garden. Planting or irrigation plans will need to reflect change in this edge via dimensioning.
 - g. Review with District possible locations of staging and temporary construction fencing. Review pathways for construction traffic as well. These areas may affect landscape and irrigation outside scope of work area. Notes/ plans will need to be provided to address any areas damaged by demo/ construction outside the established limit of work.
 - h. Review with District if there are any storage containers currently on site that will need to be re-located. Coordinate any relocation onto asphalt paved surface. Containers should not be set on finish grade.

Phase 02 - Construction Documents/ Services

The following will be done for each school:

All deliverables shall be in PDF form.

Scale of drawings will be at one that shall be able to convey design intent.

- i. Final coordination with District regarding concrete mow curbs, building headers and headers under fencing, etc.
- j. Base for landscape and irrigation work shall be one that The Design Works currently has from projects performed with the District or CAD bases that are provided by the District. All bases provided/ used will be updated as per site field work described in Phase 01.
- k. Planting and irrigation details that will be proposed for each of the schools will be provided to District Maintenance and Operations for review/ comment prior to implementation.
- l. Planting/ Construction plans:
 - i. Planting plans showing specified turf/ trees, (if any) that are to be installed, (replacing in kind all plant material that has been damaged or destroyed due to demolition/ construction.) Provide notes regarding installation of headers, etc. Provide play key notes description of work.
 - ii. Details showing planting/ header installation.
 - iii. Planting legend and planting notes.
 - iv. Notes will be provided addressing any site specific grading issues to be rectified.
 - v. Notes/ plans provided to address work damaged due to construction staging/ construction site access.
 - vi. Specifications.

- m. Irrigation plans:
 - i. Complete irrigation plans for the scope of work area. New and complete irrigation system will be specified downstream of District prescribed point of connection. Provide notes, hydraulic calculations as required. Provide plan key notes describing work.
 - ii. Preliminary submittal of irrigation plan will be made to the District for review and comment.
 - iii. Water use calculations/ schedules/ notes required by Model Water Efficient Landscape Ordinance and DSA. The Design Works shall provide complete DSA 1-L form and plans for submittal to DSA. District shall make submittal and pay all applicable fees.
 - iv. Irrigation Details.
 - v. Specifications.
 - vi. Provide notes regarding required inspections by District and or Landscape Architect.
- n. Book format specifications for planting and irrigation shall be provided for each school. Other sections addressing site specific construction elements will be provided as required.
- o. Cost estimates will be provided. The District will be provided a preliminary and final estimate of construction.

Phase 03 – Construction/ Administration
The following will be done for each school:

- p. Review pertinent RFI's during bidding and respond and provide addendums language to District for inclusion into District addendum, if any.
- q. Review Construction Materials Submittal from contractor and provide comment.
- r. Review and respond to project RFI's as required during construction.
- s. Review of payment request by contractor. Aid in determining level of completion.
- t. Review of change orders and shop drawings.
- u. Inspections:
 - i. Pre-construction meeting with contractor and pertinent parties.
 - ii. Irrigation coverage test. Provide punch list and report as required
 - iii. Inspection to let to maintenance. Provide punch list and report as required.
 - iv. Inspection to release from maintenance. Provide punch list and report as required.

2. Payment

In consideration for the above services, The Design Works shall be paid a lump sum fee of Twenty one thousand one hundred dollars, (\$21,100.00) USD for Phase 01 and Phase 02 work, Site Investigation/ Preliminary Design and Construction/ Services respectively.

In consideration for the above services, The Design Works shall be paid a lump sum fee of Ten Thousand two hundred fifty, (\$10,250.00) USD for Phase 3 work – Construction/ Administration.

Total fee for all 3 Phases is Thirty one thousand three hundred fifty USD, (\$31,350.00)

Terms: Monthly invoices shall be forwarded as work progresses. Payments to be delivered to The Design Works within (30) thirty days of receipt of invoice.

The proposal fee outlined above is valid for 6 months from the date of the proposal.

3. Not Included in Scope of Work

- a. Any work outside of landscape planting and irrigation. No work to be performed related to Civil, Mechanical or Electrical Engineering work.
- b. Revisions to drawings subsequent to final submittal of bid set. Any revisions subsequent to this will be billed at a rate as described below as 'Extra'.
- c. Discussions/ meetings with school principals to review site and field any requests. It is requested that all communication be through Maintenance and Operations.

d. Submittals to any agencies.

4. Extras/ Additional Services

- a. Additional authorized site visits/ observations to be billed at the hourly rates shown below.
- b. Any changes to plans requested by School District after completion and submittal of final bid set. This work may be billed on a time and materials basis or as a separate proposal from The Design Works. Either method of payment may be requested by Client.

All services requested not outlined in the above proposal shall be billed at a rate of \$125.00 per hour USD. All time shall be billed portal to portal. All materials used shall be reimbursed to The Design Works at the cost billed to The Design Works. All expense receipts and time logs shall be provided to the Client upon request.

If the terms outlined above are acceptable, please sign and date below and return to The Design Works.

Licensed Landscape Architects are regulated by the California Board of Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at:

Board of Landscape Architects

400 R Street, Suite 4020
Sacramento, Calif. 95814
(916) 335-4954

Regards,
The Design Works
5185 Bluemound Road
Rolling Hills, California 90274
(310) 375-0828
(626) 202-8747 cell
deswks@cox.net

Warren Arata, Landscape Architect
Ca. lic. # 3420
CCN # 1865

10/18/17
Date

Authorized signature Date

CONSENT ITEM

DATE: November 14, 2017

TO: 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 ADDITIVE CHANGE ORDER #4 FOR RAYMOND ELEMENTARY SCHOOL ENTRY IMPROVEMENTS—REVISION 1, FSD 17-18-RD-01, TO DBMC, INC.

Background: On July 25, 2017, the Board of Trustees approved the award of a contract for Raymond Elementary School Entry Improvements—Revision 1, FSD-17-18-RD-01, to DBMC, Inc.

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

Change Order #4

Addition for the removal of existing soil, roots to 4" below the existing surface, compact, including labor, equipment, haul away: \$8,650.

Funding: This project is funded from the Special Reserve Fund for Capital Outlay Projects. The new total of this contract is \$137,445.

Recommendation: Approve Additive Change Order #4 for Raymond Elementary School Entry Improvements—Revision 1, FSD-17-18-RD-01, to DBMC, Inc.

RC:RM:ys
Attachment

DBMC, Inc.

PO Box 5096
 Covina, CA 91723
 626 966-8666 off 626 915-3746 FAX

PAGE 1
PROPOSAL
 Contractor license # 755747

Today's Date Good until
 9/28/17 10/13/17

Customer Name: **Fullerton School District** Job Address: **Raymond Elementary**
 Customer Address:

Job Description or Location: **Artificial turf**
REV-1

Quantity	Products or services proposed: masonry/Marque repair	Price per	Extended
1	Provide all labor, equipment and material necessary to remove existi soil and roots to 4" below existing surface Haul away all grub and excess soil. Import DG and compact. Install new synthetic nailer boards.	8,650.00	8,650.00 - - - - - - - - - -
	Total area approx. 700 Sq. Ft		-
	District to provide and install new artificial turf ove our finished surface		-
		SUB TOTAL	8,650.00
		Engineering & Design	-
	Thank You for the oppportunity to bid on this project	Total Price to Complete	8,650.00

EXCLUDES: *Permits, Asbestos removal and any Engineering Necessary except as noted*
Partial payment may be due on delivery of material, Final payment will be due on completion

CONSENT ITEM

DATE: November 14, 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 CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND LET’S TALK ABOUT IT EFFECTIVE NOVEMBER 15, 2017 THROUGH JUNE 30, 2018**

Background: Nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

Current rates are as follows:

Initial Assessment, Written Report, Presentation of Results	\$1,200/each
Annual Assessment Report with Goals	\$ 500/each
Auditory-Verbal Therapy	\$ 175/each
DH/H Itinerant Services on-site	\$ 175/per hour + IRS rate per mile
On-site School In-service	\$ 200/per hour

Rationale: Nonpublic agency services are utilized when the District does not have the ability 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.

A copy of the contract is available for review in the Superintendent’s Office.

Funding: Total cost of this contract is to be in the amount of the individualized service contract and is to be paid from Special Education General Fund (#710).

Recommendation: Approve 2017/2018 Nonpublic Agency Master Contract between Fullerton School District and Let’s Talk About It effective November 15, 2017 through June 30, 2018.

EF:RG:vm

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY STUDENT TEACHING AND PRACTICUM AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NATIONAL UNIVERSITY EFFECTIVE OCTOBER 17, 2017

Background: National University is accredited to provide a teaching program leading to a California credential and has been a long-time partner with Fullerton School District. The previous placement agreement from 2010 has been revised to align with the California Commission on Teaching Credentials criterion for student teacher placements. National University wishes to continue its partnership 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 \$300 per student teaching or practicum assignment.

The terms of the agreement shall be effective as of October 17, 2017 and may be terminated by either party with written notice.

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

Funding: Not applicable.

Recommendation: Approve/Ratify Student Teaching and Practicum Agreement between Fullerton School District and National University effective October 17, 2017.

CH:nm
Attachment



NATIONAL UNIVERSITY

STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on October 17, 2017, made by and between National University, a California non-profit public benefit corporation (the "University") and Fullerton Elementary School District a public entity (the "District"), with reference to the following facts:

ARTICLE 1 **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLES 2 **DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

ARTICLE 3 **TERMS AND CONDITIONS**

3.1 Student Teaching or Practicum. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. The University shall reimburse the District for the cost of Student Teaching or Practicum services rendered by the District, paying the District \$300.00 per section of Student Teaching and/or Practicum supervised. The District agrees that the issuance of the stipend to the Master Teacher or the Practicum Supervisor will not render the Master Teacher or Practicum Supervisor an employee or agent of the University.

3.5 Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment or Practicum Assignment, the District shall submit an invoice, in triplicate, to the University which invoice shall specify the number of Quarter Units of Student Teaching or Practicum provided by the District and the amount of reimbursement calculated at the rate provided in Article 3.4. The University shall pay the reimbursement to the District within 30 days following the date the District's invoice is received.

3.6 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workman's compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1 million per occurrence and \$1 million in General Aggregate Liability Insurance coverage. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Fullerton Elementary School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation.

3.7 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.8 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.9 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.10 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

ARTICLE 4 **GENERAL PROVISIONS**

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or

Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University its officers, agents, or students.

District shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

NATIONAL UNIVERSITY, a California
non-profit public benefit corporation

Fullerton Elementary School District

By _____
Dave C. Lawrence
Vice Chancellor, Finance

By _____
Signature

Date _____
National University
School of Education
11255 N. Torrey Pines Road
La Jolla, CA 92037

By _____
Name Typed or Printed

Title _____

Date _____

For contact/contract return:
Isabel Gonzalez
Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

District Address/Telephone:

Street

City State Zip

Phone

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and will be presented to the Personnel Commission at its regular meeting on November 13, 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: 11/13/2017
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/14/2017**

LEGEND

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

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 11/13/2017
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/14/2017

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mares	Citllali	Clerical Assistant I/sub	Add substitute classification	8/14/17	99		100	B17/1
Bertolette	Sylvia	Clerical Assistant I/sub	Add substitute classification	10/18/17	99		100	B17/1
Alatorre	Adriana	Clerical Assistant I/sub	Add substitute classification	10/26/17	99		100	B17/1
Employee ID	6422	Instr. Asst./Special Ed II B	CFRA from 10/16/17 through 1/26/18	10/16/17	16	4.25	122	B14/3
Employee ID	5389	School Office Manager	CFRA from 10/9/17 through 10/20/17	10/9/17	23	8.00	403	B25/3
Barajas	Elizabeth	Playground Supervisor	Change from regular to substitute	10/4/17	10		100	B11/1
Espinoza	Graciela	Playground Supervisor	Change from substitute to regular status	8/14/17	10	5.80/wk	100	B11/1
Oskomus	Gigi	Playground Supervisor	Change from substitute to regular status	8/14/17	10	5.80/wk	100	B11/1
Parikh	Purvi	Playground Supervisor	Change from substitute to regular status	8/14/17	10	5.80/wk	100	B11/1
Employee ID	6737	Food Service Specialist	FMLA/CFRA from 10/30/17 through 11/9/17	10/30/17	90	8.00	606	B21/3
Fickes	Rose T.	Health Assistant	Hire probationary status	8/14/17	26	18.75/wk	402	B17/1
Bertolette	Sylvia	Health Assistant	Hire probationary status	9/18/17	17	3.75	402	B17/1
Salguero	Yadira A.	Health Assistant	Hire probationary status	10/9/17	23	3.75	402	B17/1
Ramirez	Cindy	Health Assistant/BB	Hire probationary status	8/15/17	12	3.75	402	B18/1
Bobadilla	Samantha	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.50/wk	329	B11/1
Glasell	Michelle E.	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.00/wk	085	B11/1
Marroquin	Diana C.	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.50/wk	085	B11/1
Mares	Citllali	Instr. Asst./Recreation	Hire probationary status	8/23/17	21	18.75/wk	100	B11/1
Garcia	Aidee	Instr. Asst./Recreation	Hire probationary status	10/9/17	60	19.50/wk	329	B11/1
Carlock-Takahashi	Taylor M.	Instr. Asst./Recreation	Hire probationary status	10/16/17	60	19.50/wk	085	B11/1
Diaz	Roberto N.	Instr. Asst./Recreation	Hire probationary status	10/16/17	60	19.75/wk	329	B11/1
Moon	Kenneth J.	Instr. Asst./Recreation	Hire probationary status	10/23/17	60	19.50/wk	085	B11/1

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Ahmed	Ahmed S.	Instr. Asst./Regular	Hire probationary status	8/14/17	60	17.50/wk	310	B11/1
Franco	Nathalie A.	Instr. Asst./Regular	Hire probationary status	8/14/17	60	17.50/wk	310	B11/1
Pak	Gina L.	Instr. Asst./Regular	Hire probationary status	8/14/17	18	3.00	302	B11/1
Rivera	Steffany M.	Instr. Asst./Regular	Hire probationary status	8/14/17	25	3.75	302	B11/1
Rohm	Raquel I.	Instr. Asst./Regular	Hire probationary status	8/14/17	60	17.50/wk	310	B11/1
Huerta	Cindy L.	Instr. Asst./Regular	Hire probationary status	8/21/17	55	3.75	383	B11/1
Reyes	Abigail	Instr. Asst./Regular	Hire probationary status	8/28/17	25	3.75	086	B11/1
Nunez	Roman A.	Instr. Asst./Regular	Hire probationary status	8/31/17	29	3.75	100/212	B11/1
Krog	Tina M.	Instr. Asst./Regular	Hire probationary status	9/5/17	55	15.00/wk	383	B11/1
Gonzalez-Saavedra	Jazmin S.	Instr. Asst./Regular	Hire probationary status	10/12/17	19	3.75	212	B11/1
Finley	Najya S.	Instr. Asst./Regular	Hire probationary status	10/16/17	25	3.75	302	B11/1
Battle	Candie L.	Instr. Asst./Regular	Hire probationary status	10/18/17	23	3.75	302	B11/1
Brito	Monique M.	Instr. Asst./Regular	Hire probationary status	10/23/17	25	3.75	302	B11/1
Matias Lopez	Maytena M.	Instr. Asst./Regular	Hire probationary status	10/24/17	55	15.00/wk	383	B11/1
Hernandez	Aleah H.	Instr. Asst./Regular	Hire probationary status	10/31/17	55	3.00	383	B11/1
Hom	Grace Y.	Instr. Asst./Special Ed I	Hire probationary status	8/14/17	27	20.00/wk	130	B14/1
Oseguera	Jonathan	Instr. Asst./Special Ed I	Hire probationary status	9/5/17	21	3.50	122	B14/1
McDonald	Laura M.	Instr. Asst./Technology	Hire probationary status	9/11/17	59	8.00	409	B21/1
Malazarte	Christine	Instr. Asst./Technology	Hire probationary status	9/25/17	59	8.00	409	B21/1
Rodriguez	Joanne M.	Social Service Assistant	Hire probationary status	8/24/17	29	15.00/wk	302	B17/1
Choi	Johannah H.	AVID Tutor	Hire regular status	10/11/17	20	9.75/wk	212	\$10.50/hr
Bodeman	Stephanie L.	Mental Health Therapist Intern	Hire regular status	8/23/17	17	12.00/wk	504	\$18.00/hr
Wood	Lindsey	Mental Health Therapist Intern	Hire regular status	8/28/17	18	24.00/wk	304/504	\$18.00/hr
Mitchell	Lauren E.	Mental Health Therapist Intern	Hire regular status	8/30/17	11	18.00/wk	504	\$18.00/hr
Mitchell	Lauren E.	Mental Health Therapist Intern	Hire regular status	8/30/17	30	6.00/wk	504	\$18.00/hr
Maldonado	Tina P.	Mental Health Therapist Intern	Hire regular status	9/5/17	26	24.00/wk	304/504	\$18.00/hr

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Angulo	Raylene E.	Mental Health Therapist Intern	Hire regular status	9/21/17	13	24.00/wk	504	\$18.00/hr
Ortega	Claudia	Mental Health Therapist Intern	Hire regular status	9/21/17	20	24.00/wk	302/504	\$18.00/hr
Zamani	Chelze L.	Mental Health Therapist Intern	Hire regular status	10/5/17	10	18.00/wk	302/504	\$18.00/hr
Tovar Barajas	Adreana	Playground Supervisor	Hire regular status	8/15/17	15	8.40/wk	100	B11/1
Thakker	Sonal	Clerical Assistant I/sub	Hire substitute status	11/1/17	99		100	B17/1
Duran	Susan	Clerical Asst. I/sub	Hire substitute status	10/18/17	99		100	B17/1
Kidd	Marquis L.	Instr. Asst./Recreation/sub	Hire substitute status	9/21/17	99		100	B11/1
Montalvo	Georgianna	Instr. Asst./Recreation/sub	Hire substitute status	9/28/17	99		100	B11/1
Anusiem	Ejike T.	Instr. Asst./Recreation/sub	Hire substitute status	10/4/17	99		100	B11/1
Molino	Stephanie A.	Instr. Asst./Recreation/sub	Hire substitute status	10/9/17	99		100	B11/1
Esquivel	Madalyn E.	Instr. Asst./Recreation/sub	Hire substitute status	10/10/17	99		100	B11/1
Koerth	Amy J.	Instr. Asst./Recreation/sub	Hire substitute status	10/12/17	99		100	B11/1
Walters	Cristina	Instr. Asst./Recreation/sub	Hire substitute status	10/12/17	99		100	B11/1
Vance	Keya K.	Instr. Asst./Regular/sub	Hire substitute status	10/4/17	99		100	B11/1
Vivar	Jessica	Instr. Asst./Regular/sub	Hire substitute status	10/12/17	99		100	B11/1
Kim	Helen H.	Instr. Asst./Regular/sub	Hire substitute status	10/13/17	99		100	B11/1
Gomez	Victoria R.	Instr. Asst./Regular/sub	Hire substitute status	10/17/17	99		100	B11/1
Cristea	Marilena	Instr. Asst./Regular/sub	Hire substitute status	10/24/17	99		100	B11/1
Richards	Kaiya L.	Instr. Asst./Special Ed I/sub	Hire substitute status	10/11/17	99		100	B11/1
Moller	Devon N.	Instr. Asst./Special Ed I/sub	Hire substitute status	10/23/17	99		100	B11/1
Beltran	Emeline V.	Instr. Asst./Special Ed I/sub	Hire substitute status	10/30/17	99		100	B11/1
Dialani	Yogita N.	Instr. Asst./Special Ed I/sub	Hire substitute status	10/31/17	99		100	B11/1
Hebert	Reed K.	Instr. Asst./Special Ed I/sub	Hire substitute status	11/1/17	99		100	B11/1
Seo	Keung I.	Instr. Asst./Special Ed I/sub	Hire substitute status	11/1/17	54		121	B14/1
Anzis	Aubrey T.	Instr. Asst./Technology/sub	Hire substitute status	10/12/17	99		409	B21/1
Gray	Reymonte T.	Playground Supervisor/sub	Hire substitute status	8/30/17	99		100	B11/1
Patrick	Miriam R.	Playground Supervisor/sub	Hire substitute status	10/4/17	99		100	B11/1
Flores-Viveros	Virginia	Playground Supervisor/sub	Hire substitute status	10/5/17	99		100	B11/1
Polder	Dawn F.	Playground Supervisor/sub	Hire substitute status	10/5/17	99		100	B11/1

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Cabrera Monterroso	Debora C.	Playground Supervisor/sub	Hire substitute status	10/12/17	29		100	B11/1
Nguyen	James T.	Playground Supervisor/sub	Hire substitute status	10/12/17	99		100	B11/1
Taylor	LeighAnn	Playground Supervisor/sub	Hire substitute status	10/12/17	99		100	B11/1
Trejo	Jacqueline	Playground Supervisor/sub	Hire substitute status	10/12/17	99		100	B11/1
Manuel	Dawne L.	Playground Supervisor/sub	Hire substitute status	10/16/17	99		100	B11/1
Gudmundsen	Kelly L.	Playground Supervisor/sub	Hire substitute status	10/25/17	13		100	B11/1
Aguayo	Elisabeth	Playground Supervisor/sub	Hire substitute status	10/31/17	28		100	B11/1
Dialani	Yogita N.	Playground Supervisor/sub	Hire substitute status	10/31/17	18		100	B11/1
Alvarado	Olga	Instructional Materials Specialist	Increase hours from 15.00/wk to 8.00/day	11/6/17	50	8.00	302/531	B20/4
Schade	Terry A.	Clerical Assistant II	Increase hours from 3.00/day to 8.00/day	10/23/17	13	8.00	403	B19/6
Gallegos	Martha B.	Clerical Assistant II	Increase hours from 3.00/day to 8.00/day; Transfer from Fern Drive to Parks Jr. High	10/30/17	23	8.00	403	B19/6
Ornelas Beltran	Julio R.	Custodian I	Increase hours from 3.75/day to 8.00/day; Increase months from 9.50/year to 12.00/year	10/16/17	23	8.00	542	B17/6
Enriquez	William E.	Instr. Asst./Special Ed I	Increase hours from 3.75/day to 6.00/day	10/16/17	16	6.00	122	B14/2
Lopez	Jesus	Instr. Asst./Recreation	Increase of hours from 18.25/wk to 18.75/wk	8/14/17	12	18.75/wk	100	B11/2
Canedo	Giselle	Clerical Assistant II/BB	Increase of hours from 3.75/day to 8.00/day	10/23/17	28	8.00	403	B20/6
Perez	Bertha L.	Clerical Assistant II/BB	Increase of hours from 3.75/day to 8.00/day	10/23/17	24	8.00	403	B20/6
Danforth	James	Instr. Asst./Regular	Increase of hours from 3.75/day to 8.00/day	10/9/17	18	8.00	094	B11/1
Gutierrez	Diana M.	Clerical Assistant II	Increase of hours from 6.00/day to 8.00/day	10/23/17	16	8.00	403	B19/6

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Totten	Theresa L.	Clerical Assistant II	Increase of hours from 6.00/day to 8.00/day	10/23/17	10	8.00	403	B19/6
Awalt	Sonia E.	Clerical Assistant II/BB	Increase of hours from 6.00/day to 8.00/day	10/23/17	29	8.00	403	B20/6
Tovar	Karina	Clerical Assistant II/BB	Increase of hours from 6.00/day to 8.00/day	10/23/17	19	8.00	403	B20/2
Employee ID	6422	Instr. Asst./Special Ed II B	PDL from 8/14/17 through 10/13/17	8/14/17	16	4.25	122	B14/3
Renteria	Cheyenne R.	Instr. Asst./Recreation	Probationary resignation	10/27/17	19	16.50/wk	100	B11/1
Fickes	Rose T.	Health Assistant	Probationary resignation - hire substitute status	10/17/17	26	18.75/wk	402	B17/1
Hernandez	Leticia	Food Production Coordinator Assistant	Promotion from Food Service Specialist	8/7/17	90	8.00	606	B26/5
Aranda	Oscar	After School Site Lead	Promotion from Instr. Asst./Recreation	10/13/17	60	30.00/wk	085	B18/4
Hamill	James W.	Instr. Asst./Special Ed II B	Related class transfer from Instr. Asst./Special Ed I to add 6% medical stipend	9/18/17	13	6.00	122	B14/1
Williams	Rachel M.	Instr. Asst./Special Ed II B	Related class transfer from Instr. Asst./Special Ed I to add 6% medical stipend	9/18/17	12	6.00	248	B14/1
Luna	Patsy	Instr. Asst./Recreation	Resignation	10/25/17	60	19.50/wk	329	B11/2
Berdeja	David	Bus Driver	Route Bid/Rebid	10/2/17	56	25.10/wk	565	B21/6
Reyes Gurrola	Georgina	Bus Driver	Route Bid/Rebid	10/2/17	56	26.00/wk	565	B21/6
Grantham	Rachel E.	Financial Analyst	Salary Realignment from M12/3 to M15/3	10/17/17	50	8.00	530/671	M15/3
Cervantes	Rebecca	Clerical Assistant I/sub	Separation	10/13/17	99		100	B17/1
Sanchez	Elissa	Clerical Assistant I/sub	Separation	10/13/17	99		100	B17/1
Bermudez	Maria	Clerical Assistant II/sub	Separation	10/13/17	99		100	B19/1
Kerns	Carol	Clerical Assistant II/sub	Separation	10/13/17	99		100	B19/1

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Giron De Castro	Julia	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Inzunza	Alfredo	Custodian I/sub	Separation	10/13/17	24		100	B17/1
Jimenez	Gabriel	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Lomeli Jr.	Javier	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Martinez	Rafael	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Morones Ramirez	Oscar	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Nielsen	Kevin	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Pantoja	Eduardo	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Rennie	Kerry	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Romero	Richard	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Serna	Jerry	Custodian I/sub	Separation	10/13/17	53		100	B17/1
Botello	Lorenzo	Custodian II/sub	Separation	10/13/17	53		100	B24/1
Carrillo	Martina	Food Serv. Asst. I/sub	Separation	10/13/17	90		100	B08/1
Girgus	Ola	Food Serv. Asst. I/sub	Separation	10/13/17	90		100	B08/1
Hardge-Maiden	Shanna	Food Serv. Asst. I/sub	Separation	10/13/17	90		100	B08/1
Lopez	Regina	Food Serv. Asst. I/sub	Separation	10/13/17	90		100	B08/1
Vargas	Martha	Food Serv. Asst. I/sub	Separation	10/13/17	90		100	B08/1
Jhawar	Nivie	Health Assistant/sub	Separation	10/13/17	18		100	B17/1
Roque	Jaime	Instr. Asst./BB/sub	Separation	10/13/17	60		100	B14/1
Choice	Antonio	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Evans	Davonna	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Flores	Marisol	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Garcia	Rene	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Gomez	Jazmine	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Hernandez	Courtney	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Lee	Austin	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Lopez-Medina	Julia	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Martinez-Bonafede	Mikayla	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Phlong	Paulina	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Rosas	Vanessa	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1

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Schwaniger	Monica	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Schwartz	Isadora	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Shan	Nicholas	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Sin	Cathy	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Solis	Idalia	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Starbeck	Miranda	Instr. Asst./Recreation/sub	Separation	10/13/17	99		100	B11/1
Trujillo	Sandra	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Veloz	Gypsy	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Wilson	Kate	Instr. Asst./Recreation/sub	Separation	10/13/17	60		100	B11/1
Soto Navarro	Jennifer	Instr. Asst./Regular/sub	Separation	10/13/17	60		100	B11/1
Baker	Leslie	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Beeson	Heather	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Chamberlain	Kayla	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Cruz	Ana	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Dabbs	Summer	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Druckenmiller	Alexandria	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Gomez	Blanca	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Lozoya	Ariana	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Luong	Jonathan	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Maier	Grace	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Nathan	Gayle	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Perez	Luz	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Quezada	Mireya	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Rangel	Elsa	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Shawky	Marwan	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Vessal	Rosa	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Wong	Jessica	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Wright	Cheyenne	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Zarate	Jo Renee	Instr. Asst./Special Ed I/sub	Separation	10/13/17	99		100	B11/1
Lee	Robert	Interim Dir., Classified Pers./sub	Separation	10/13/17	99		100	M33/1
Gonzalez	Melanie Christine	Mental Health Therapist Intern	Separation	10/17/17	54	24.00/wk	302	\$18.00/hr
Nieto	Paul	Playground Supervisor	Separation	8/14/17	20	1.00	100	B11/1

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Rideout	Meredith	Playground Supervisor	Separation	8/14/17	23	1.00	100	B11/1
Rosalvina	Arellano	Playground Supervisor	Separation	10/10/17	29	8.00/wk	100	B11/1
Bell	Aicheria	Playground Supervisor/sub	Separation	10/13/17	11		100	B11/1
Carley	Cathy	Playground Supervisor/sub	Separation	10/13/17	18		100	B11/1
Curiel	Kriston	Playground Supervisor/sub	Separation	10/13/17	15		100	B11/1
Garcia	Julie	Playground Supervisor/sub	Separation	10/13/17	12		100	B11/1
Jamalieh	Jwana	Playground Supervisor/sub	Separation	10/13/17	99		100	B11/1
Lopez	Sonia	Playground Supervisor/sub	Separation	10/13/17	24		100	B11/1
Molina	Gabriella	Playground Supervisor/sub	Separation	10/13/17	13		100	B11/1
Pena	Yolanda	Playground Supervisor/sub	Separation	10/13/17	13		100	B11/1
Russo	Valynn	Playground Supervisor/sub	Separation	10/13/17	26		100	B11/1
Salvador	Graciela	Playground Supervisor/sub	Separation	10/13/17	18		100	B11/1
Auringer	Louis	Plumber/sub	Separation	10/13/17	53		100	B32/1
Orr	Caitlin	Project Liaison/sub	Separation	10/13/17	55		100	M04/1
Finch	Francine	School Office Manager/sub	Separation	10/13/17	99		100	B25/1
Cabrera	Laura	Secretary/sub	Separation	10/13/17	55		100	B21/1
King	Emma	Social Service Asst./sub	Separation	10/13/17	19		100	B17/1
Edwards	Nancy	Speech and Language Pathology Assistant/sub	Separation	10/13/17	99		100	B21/1
Kohl	Brian J.	Transporter/sub	Separation	10/9/17	55		415	B20/1
Ro	Helen U.	Mental Health Therapist Intern	Separation	10/9/17	54	12.00/wk	504	\$18.00/hr
Prescott	Howard W.	Assistant Director of Facility Services	Service Retirement	10/18/17	53	8.00	531/533/565	M19/3
Farquhar	Peter	Custodian I	Service Retirement	10/13/17	53	8.00	542	B17/6
Macauley	Robert J.	Director of Maintenance, Operations, Transportation, and Facility Services	Service Retirement	11/15/17	53	8.00	533/547/542	M29/3
Webb	Brooke	Computer Technician I	Temporary additional hours NTE 200 hours through 12/22/17	8/14/17	59	30.00/wk	409	B30/3
Avila	Cristina	Instr. Asst./BB	Temporary additional hours NTE 70 hours through 12/22/17	9/28/17	20	10.00/wk	212	B14/4

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WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/14/2017

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mendoza	Adriana	Health Assistant	Temporary additional hours of 1.25/day through 12/22/17	8/28/17	30	3.75	513	B17/3
Lu	Angela	Account Clerk I	Temporary additional hours of 2.00/day through 12/20/17	9/20/17	90	6.00	606	B20/1
Rueckert	Eloana	Instr. Asst./Special Ed I	Temporary additional hours of 3.00/day through 10/27/17	9/18/17	21	3.00	122	B14/1
Emsais	Margaret	Instr. Asst./Special Ed I	Temporary additional hours of 3.00/day through 10/27/17	9/19/17	12	3.00	122	B14/1
Rivera	Angela	Instr. Asst./Special Ed I	Temporary additional hours of 3.00/day through 10/27/17	9/19/17	12	3.00	121	B14/1
Alvarado	Olga	Instructional Materials Specialist	Temporary additional hours of 3.00/day through 9/29/17	8/28/17	50	15.00/wk	531	B20/4
Surjanto	Esther	Food Service Assistant I	Temporary additional hours of 3.50/day through 12/29/17	8/14/17	90	3.80	606	B08/6
DeBoard	Tina	Clerical Assistant II/sub	Temporary hours NTE 40 hours through 9/15/17	9/1/17	51	40.00	524	B19/1
Juarez	Elizabeth	Clerical Assistant I/sub	Temporary hours of 8.00/day through 12/31/17	11/1/17	56	8.00	565	B17/1
Garcia	Francilia	Instr. Asst./Special Ed II B	Transfer from Fislser to Commonwealth	10/2/17	30	6.00	130	B14/6
Kates	Jennifer S.	Playground Supervisor/sub	Transfer from Golden Hill to District Holding	8/14/17	99		100	B11/1
Tarabochia	Gina M.	Playground Supervisor/sub	Transfer from Golden Hill to District Holding	8/14/17	99		100	B11/1
Vartanyan	Jessica	Mental Health Therapist Intern	Transfer from Hermosa Drive to Valencia Park	9/12/17	28	24.00/wk	212	\$18.00/hr

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 11/13/2017
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/14/2017

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Ramirez	Roboam K.	Clerical Assistant II/BB	Transfer from Parks Jr. High to Commonwealth	10/30/17	12	8.00	403	B20/6
Ocampo	Beatriz A.	Instr. Asst./Recreation	Voluntary reduction of hours from 19.50/wk to 18.00/wk	8/14/17	60	18.00/wk	085	B11/6
Martin	Brandi	Mental Health Therapist Intern	Voluntary reduction of hours from 24.00/wk to 12.00/wk	9/12/17	28	12.00/wk	504	\$18.00/hr
Moore	Karen	Food Service Specialist	Working out of classification from Food Service Assistant III through 10/2/17	9/8/17	90	8.00	606	B21/5

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION FIRST QUARTER REPORT FOR 2017/2018

Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report reflects monitoring of teacher assignments by the OCDE from January 2017 through March 2017 Pursuant to Education Code §1240(2)(H), a copy of the report is being shared with the Board.

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Review Orange County Department of Education's Williams Settlement Legislation First Quarter Report for 2017/2018.

CH:nm
Attachment



October 27, 2017

To: Robert Pletka, Ed.D., Superintendent, Fullerton School District
From: Nicole Savio Newfield, Administrator, Community and Student Support Services
Subject: Williams Settlement Legislation 1st Quarter Report

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

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2017-18 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2017. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FIRST QUARTER REPORT

Instructional Material Reviews

- Three reviews were conducted at decile 1-3 schools on August 21, 2017.

School Site Facility Reviews

- Three reviews were conducted from September 20-21, 2017.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the fourth quarter.
- No complaints were filed in your district during the period of April through June 2017.

Upcoming Quarter

- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Susan Albano, Director, Educational Services

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Williams Settlement Legislation
1st Quarter Report 2017-18
Fullerton School District

INSTRUCTIONAL MATERIALS

Schools were evaluated to have sufficient textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 21, 2017		NONE				
Orangethorpe Elementary	August 21, 2017		NONE				
Pacific Drive Elementary	August 21, 2017		NONE				

FACILITIES

Schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Any deficiencies were reported to school administrators for remediation.²

School Site	Review Date	Room/Area	Facility Conditions Identified
Commonwealth Elementary	September 20, 2017		NONE
Orangethorpe Elementary	September 21, 2017	Staff Men's restroom by Room 6	Toilet is leaking
Orangethorpe Elementary	September 21, 2017	Girl's restroom by Room 25	Tiles missing around grate cover on floor under middle restroom stall; grate cover damaged and in need of repair.
Pacific Drive Elementary	September 21, 2017		NONE

Respectfully submitted,

Nicole Savio Newfield

Administrator, Community and Student Support Services

10/27/17
Date

¹"Sufficient textbooks and instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.

²Districts are not required to report corrections to the Orange County Department of Education.

CONSENT ITEM

DATE: November 14, 2017

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

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

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ZIEMBA + PRIETO ARCHITECTS FOR ARCHITECTURAL SERVICES FROM NOVEMBER 15, 2017, THROUGH JUNE 30, 2018**

Background: The District wishes to contract with Ziemba + Prieto Architects to provide architectural services for the District.

The hourly rate and services charges are as per attached Exhibits A and B.

Rationale: Ziemba + Prieto Architects will provide “as-needed” architectural services for Districtwide projects, which may include new construction, remodel, and modernization of District sites.

Funding: The cost for architectural services will be paid from the applicable fund: General Fund (01), Child Development Fund (12), Cafeteria Fund (13), Deferred Maintenance Fund (14), Capital Facilities Fund (25), Capital Reserve for Capital Outlay Projects (40) and/or Capital Project Fund for Blended Component Units (49), at the hourly rates referenced in Exhibit B. Hours and/or projects will be approved in advance by the Assistant Superintendent, Business Services.

Recommendation: Approve agreement between Fullerton School District and Ziemba + Prieto Architects for architectural services from November 15, 2017, through June 30, 2018.

RC:gs
Attachment

AGREEMENT FOR ARCHITECTURAL SERVICES

**“AS-NEEDED” ARCHITECTURAL SERVICES
FOR DISTRICT-WIDE PROJECTS**

By and between

FULLERTON SCHOOL DISTRICT

and

ZIEMBA + PRIETO ARCHITECTS

Dated: November 14, 2017

ARCHITECTURAL SERVICES AGREEMENT

This Agreement for Architectural Services ("Agreement") is entered into on November 14, 2017, between the **Fullerton School District**, hereinafter referred to as "DISTRICT," and **Ziembra + Prieto Architects**, hereinafter referred to as "ARCHITECT."

WHEREAS, DISTRICT desires to obtain architectural services on an as-needed basis for District-wide projects as may be identified from time to time; and

WHEREAS, ARCHITECT is fully licensed, qualified, and willing to perform the services required by this Agreement in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. **SERVICES:** This AGREEMENT is to provide for architectural services on an as-needed basis for various projects as may be requested by the DISTRICT. For each project the DISTRICT shall request a specific proposal detailing the scope of work and the fee basis for the project. The DISTRICT shall formalize the assignment of the project through the execution of an Assignment of Project form which shall also serve as the ARCHITECT's Notice to Proceed.
2. **TERM:** ARCHITECT shall commence providing services under this AGREEMENT on or after November 15, 2017, and will diligently perform as required and complete performance as agreed upon by both parties.
3. **COMPENSATION:** DISTRICT agrees to pay the ARCHITECT for services satisfactorily rendered pursuant to this AGREEMENT per attached Exhibit A. DISTRICT shall pay ARCHITECT according to the terms of each approved proposal for projects assigned. The compensation shall be on an hourly basis per the attached fee schedule, on a fixed fee according to the terms of each approved proposal for projects assigned, or on a percentage of construction per attached Exhibit A. Additional provisions concerning compensation are contained in Article VII.
4. **EXPENSES:** DISTRICT shall not be liable to ARCHITECT for any costs or expense paid or incurred by ARCHITECT in performing service for DISTRICT, except as follows: mailing/shipping, reproduction of documents, approved specialty consultants, and other items as may be specified in each proposal for projects assigned.
5. **EXHIBITS:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
 - a. Exhibit A - Fee Schedule
 - b. Exhibit B - Hourly Rate Schedule
6. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT. The Project Architect shall maintain personal oversight of the Project and act as a principal contact with Owner,

Owner's authorized representative, the contractor, Architect's consultants, engineers, and with all inspectors on the Project. Any change by Architect of the Project Architect shall be subject to approval by Owner. The Project Architect is Jorge F. Prieto, license number C33216.

7. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit, for the DISTRICT's approval, a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
8. The services covered by this AGREEMENT for each PROJECT shall be completed after construction of the PROJECT is completed, final payment is made to the contractor, and DSA certification of that PROJECT, if certification is required.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The services outlines in this Article II and this Agreement are a general description of services and are not required for every project. For each specific project under this Agreement, the actual services required shall be as outlined in the proposal for such specific project. In the event of a conflict between the services outlined in this Agreement and the specific proposal, the specific proposal shall take precedence.
2. The ARCHITECT shall ascertain the DISTRICT's needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
3. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT Program, Schedule and Construction Budget requirements, each in terms of the other, subject to the limitations set forth in Article V. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
5. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The DISTRICT shall establish a Design Budget which shall be a fixed limit. The construction cost, at the time of bid shall not exceed this Design Budget by more than 10% unless agreed to in writing by DISTRICT.
6. The DISTRICT shall provide record drawings and surveys as required by the project.

The ARCHITECT shall rely on the accuracy of these documents except to investigate existing conditions or facilities and make measured drawings of such conditions or facilities as may be required.

7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the site layout, size and character of the PROJECT as to architectural, structural, mechanical, plumbing and electrical systems, materials, preliminary civil, landscaping, and such other elements as may be appropriate.
8. Based on the approved Design Development Documents, the Design Budget and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT. ARCHITECT shall submit a list of qualified engineers/consultants for the PROJECT for the DISTRICT's approval. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
9. The ARCHITECT shall provide a Preliminary Estimate of Construction Cost which shall be a fixed limit. If the amount exceeds the Design Budget, the ARCHITECT shall cooperate with DISTRICT to revise documents to reduce cost within the Design Budget of the DISTRICT unless the DISTRICT agrees to an adjustment in writing which shall be a revised fixed limit.
10. The ARCHITECT shall utilize DISTRICT Standards/Specifications for new work and modernization-type work, as applicable, and future revisions as may be updated by the DISTRICT and provided to the ARCHITECT, unless the DISTRICT gives written approval to use alternate specifications. The DISTRICT shall provide its Standards/Specifications to the ARCHITECT, and the ARCHITECT shall use and incorporate the most recent Standards/Specifications for work not yet completely designed. If incorporation of revisions and updates will require substantial changes to PROJECT documents, the ARCHITECT shall inform the DISTRICT and the DISTRICT shall provide written direction as to how to proceed.
11. The ARCHITECT shall assist with all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of all systems including mechanical, plumbing, electrical, lighting and low voltage, heating and air conditioning, and irrigation systems, and other systems and all equipment installed by the Contractor, shall be part of the bid documents.
12. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the Preliminary Estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
13. If the lowest bid exceeds the Preliminary Estimate of Construction Cost for the PROJECT by more than 10%, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction

Documents as necessary to bring the cost of the PROJECT within the fixed limit.

14. The ARCHITECT shall prepare and file documents and forms required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. The DISTRICT shall pay all fees required by such governmental authorities.
15. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at project certification by DSA. (Unless certification of the project is being held up due to the responsibility of others and causes outside of the control of the Architect).
16. The ARCHITECT shall provide periodic observation of the construction as set forth below.
17. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT until DSA certification of the project. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
18. The ARCHITECT shall visit the site as often as necessary and appropriate to the stage of construction, to observe the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations as a California licensed architect, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the completed work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
19. The DISTRICT shall provide the ARCHITECT safe access to the work at all times.
20. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in paragraph 18, that the work has progressed to the point indicated, that quality of the completed work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
21. The ARCHITECT shall recommend the District reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
22. The ARCHITECT shall review and/or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT shall review and respond to requests for information and clarification. If such reviews and responses concern matters that fall within engineering disciplines, the ARCHITECT shall ensure

that the review and response is provided by the responsible engineer. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.

23. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
24. The ARCHITECT shall observe the PROJECT to estimate the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
25. ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
26. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
27. The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT. If requested by the DISTRICT, ARCHITECT shall propose key staff by name. ARCHITECT shall not remove or change key staff assigned to the project without written agreement of the DISTRICT.
28. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT.
29. The ARCHITECT shall provide minimal interior design services and other similar services as required to show space layouts and anchorage for standard FFE, and preparation of color board for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall be given additional compensation for the services described in this Article III.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services

required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be based on the Hourly Rate Schedule, attached hereto as Exhibit B and incorporated herein by reference. Such services shall include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10.
 - c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT when significant additional time is required.
 - d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - g. Providing services after issuance to the DISTRICT of the final DSA certification of project.
 - h. Providing services of consultants for other than the required civil, architectural, structural, mechanical, plumbing, electrical and other required engineering and landscape architecture portions of the PROJECT as described in Article II, paragraph 1.
 - i. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
 - j. Providing continuing professional services in conjunction with a project that is not completed on schedule.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the Hourly Rate Schedule, attached hereto as Exhibit B and incorporated herein by reference.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
2. The DISTRICT shall prepare a current overall budget for the PROJECT, including the construction cost.
3. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least ten (10) days prior to execution.

ARTICLE V - COST OF CONSTRUCTION

1. The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT, up to the fixed limit of the approved Design Budget or the subsequent Preliminary Estimate of Construction Cost.
2. During the Schematic Design, Design Development and Construction Document phases, construction cost shall be determined by the approved Design Budget for the PROJECT.
3. During the bidding phase, construction cost shall be determined by the approved Preliminary Estimate of Construction Cost.
4. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
5. Construction cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT.
6. The ARCHITECT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, represent the ARCHITECT's professional judgment as a professional familiar with the

construction industry.

7. A fixed limit of construction cost shall be established as a condition of this AGREEMENT by establishment of a Project budget by the DISTRICT, agreed upon in writing and signed by the parties hereto. This shall be agreed to or modified to a revised fixed limit by the approval of the Design Budget and the Preliminary Estimate of Construction Cost.
8. Any PROJECT budget or fixed limit of construction cost may be adjusted with DISTRICT approval if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
9. If the lowest bid received exceeds the fixed limit of construction cost (adjusted as provided in paragraph 8) by more than 10%, the DISTRICT shall:
 - a. Give written approval of an increase of such fixed limit;
 - b. Authorize rebidding of the PROJECT within a reasonable time;
 - c. If the PROJECT is abandoned, terminated in accordance with Article VII, paragraph 3; or
 - d. Cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
10. If the District chooses to proceed under paragraph 9(d), the Architect, without additional charge, shall modify the construction documents one time as necessary to comply with the fixed limit. Any additional modifications shall be an additional service. This single modification without charge shall be limit of the Architect's liability for the bids exceeding the fixed limit of construction cost by more than 10%.

ARTICLE VI - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

The drawings, specifications and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the aforementioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the drawings, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

ARTICLE VII - TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than thirty (30) days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
2. If the PROJECT is suspended by the DISTRICT for more than ninety (90) consecutive days during construction, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services.
3. If the DISTRICT abandons the PROJECT during construction for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than thirty (30) days written notice to the DISTRICT.
4. The DISTRICT's failure to make payments on undisputed invoices to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. In the event the DISTRICT fails to make timely payment on undisputed invoices, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
6. The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive only compensation due for services satisfactorily rendered prior to the date of termination as determined by the DISTRICT. The ARCHITECT is liable for all damages suffered by DISTRICT due to ARCHITECT's failure to perform as provided in the AGREEMENT.

ARTICLE VIII - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. Compensation, as described in Article I, for ARCHITECT services, as described in Article II, shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.

2. Payments for ARCHITECT services shall be made monthly and, shall be in proportion to services performed.
3. Payments are due and payable upon receipt of the ARCHITECT's invoice. Undisputed amounts unpaid thirty (30) days after the invoice date may bear interest at the legal rate prevailing at the time at the site of the PROJECT.
4. When ARCHITECT's compensation is based on a fixed fee and significant portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent designed, and an adjustment in the fixed fee shall be agreed to by the ARCHITECT and the DISTRICT.
5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE IX - MISCELLANEOUS

1. The ARCHITECT shall make a written record of meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:
 - a. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and
 - b. Any and all claims for damages, costs and/or charges due, in whole or in part, to ARCHITECT'S negligent acts, errors and/or omissions, or willful misconduct in the performance of his/her obligations under this AGREEMENT, or the negligent acts, errors and/or omissions, or willful misconduct of ARCHITECT's consultants, employees or agents in the performance of their obligations as stated in this AGREEMENT.

The Architect's duty to defend the District shall be limited to the reimbursement of defense costs and costs proportionate to the adjudicated fault of the Architect. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such indemnity is barred by the applicable statute of limitations.

3. ARCHITECT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance

shall include coverage for:

- a. Statutory workers' compensation and employers' liability.
 - b. Comprehensive general and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with minimum limits of One Million Dollars (\$1,000,000.00). Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, per subcontractor.
 - d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds and shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance required in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT 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 Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's

employees.

5. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If known hazardous substances are present in existing work to be modified as part of the PROJECT the District shall retain the appropriate and necessary consultants and or contractors to assure that PROJECT plans, specifications and bid documents reference required precautions and requirements and methods for removal, disposal, encapsulation, protection and all related legal requirements. Hazardous Material Specifications shall be prepared by a person certified to do so. The design or specification of precautions and requirements and methods for removal, disposal, encapsulation, or protection of or from hazardous materials shall be the responsibility of other consultants and/or contractors retained by the District.
6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
7. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor ARCHITECT shall assign this AGREEMENT without the written consent of the other.
8. 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. ARCHITECT 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 ARCHITECT, ARCHITECT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
9. ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person.
10. The failure of DISTRICT or ARCHITECT 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.
11. 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
Robert R. Coghlan, Ph. D.
1401 W. Valencia Drive
Fullerton, CA 92833
(714) 447-7400

ARCHITECT:

Ziamba + Prieto Architects
Jorge F. Prieto, AIA
601 S. Glenoaks Blvd., Ste. 400
Burbank, CA 91502
(818) 841-2585

12. 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.
13. This AGREEMENT shall be governed by the laws of the State of California.
14. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

This AGREEMENT entered into this 14th day of November 2017.

DISTRICT

Fullerton School District

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

ARCHITECT

Ziamba + Prieto Architects

By: _____
Jorge F. Prieto, AIA
President

**Exhibit A
(Fee Schedule)**

New Construction / Remodel	
Construction Amount	Fee % Rate
First: \$500,000	10.5%
Next: \$500,000	10.0%
Next: \$1,000,000	9.5%
Next: \$4,000,000	9.0%
Next \$4,000,000	8.0%
Excess of \$10,000,000	6.5%

Modernization	
Construction Amount	Fee % Rate
First: \$500,000	11.0%
Next: \$500,000	10.5%
Next: \$1,000,000	10.0%
Next: \$4,000,000	9.5%
Next \$4,000,000	9.0%
Excess of \$10,000,000	7.5%

Exhibit B (Hourly Rate Schedule)

Title	Hourly Rate	Status
Principal/President	\$200	In-House
Sr. Project Architect	\$150	In-House
Project Architect	\$140	In-House
Construction Administrator	\$135	In-House
Project Manager	\$135	In-House
Senior Job Captain	\$120	In-House
Job Captain	\$115	In-House
Project Designer	\$110	In-House
Senior Draftsperson	\$105	In-House
Draftsperson	\$95	In-House
Structural Engineer Principal	\$185	Consultant
Structural Engineer	\$145	Consultant
Structural Designer	\$125	Consultant
Draftsperson	\$90	Consultant
Electrical Engineer Principal	\$165	Consultant
Electrical Engineer	\$125	Consultant
Electrical Designer	\$115	Consultant
Draftsperson	\$85	Consultant
Mechanical Engineer Principal	\$165	Consultant
Mechanical Engineer	\$125	Consultant
Mechanical Designer	\$115	Consultant
Draftsperson	\$85	Consultant
Civil Engineer Principal	\$185	Consultant
Civil Engineer	\$125	Consultant
Draftsperson	\$85	Consultant
Landscape Architect Principal	\$150	Consultant
Landscape Designer	\$85	Consultant

Reimbursable Expenses - To be negotiated and agreed upon per project

- Additional cost of reproductions beyond contractual limits
- Renderings, 3D modeling (BIM), physical models and mock-ups
- Topographic Survey (supplied by Owner)
- Geotechnical Investigation Report (supplied by Owner)
- Travel to Sacramento (if required by District) for funding allocation

CONSENT ITEM

DATE: November 14, 2017

TO: 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 AGREEMENT WITH ARCHITECT 9, LLLP, FOR ARCHITECTURAL SERVICES

Background: The District plans to enter into various construction projects. The services of a licensed architect are necessary to plan projects, prepare schematics and renderings, project budgets, schedules, bid documents, specifications, and architectural plans. Services will also include interfacing with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction projects.

Rationale: District staff recommends entering into an agreement with Architecture 9, LLLP, for these services. Architecture 9 is a full-service architectural firm specializing in public works.

Funding: Services will be utilized on an as-needed basis. The total projected cost for services for each project will be approved in advance by the Assistant Superintendent of Business Services before any work commences. Costs are set at professional hourly rates as detailed in Exhibit A of the District Contract. Cost will be paid from various District funds.

Recommendation: Approve agreement with Architect 9, LLLP, for architectural services.

RC:RM:ys
Attachment

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Architecture 9, LLLP, 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 Architecture 9, LLLP, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on November 15, 2017 and will diligently perform as required and complete performance by June 30, 2018.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement. District shall pay Contractor according to the following terms and conditions:

Hourly Rates:

As set forth in Exhibit A

Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing

provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000

(4) General Aggregate (Not Applicable to the Comprehensive Form) \$1,000,000

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

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

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

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

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

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

11.2 No later than **thirty (30)** days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

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

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

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

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

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

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

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

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

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

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed

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

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: **Robert R. Coghlan, Asst. Superintendent**
Business Services

Contractor:
Architecture 9, LLLP
8816 Foothill Boulevard #103-224
Rancho Cucamonga, CA 91730
Attn: **Mark Gelsinger**

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

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

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

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

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

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

This Agreement is entered into this 14th day of **November 2017**.

FULLERTON SCHOOL DISTRICT

(Contractor Name)

By: _____
(Signature)

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

By: _____
(Signature)

(Title)

On File
Taxpayer Identification Number

EXHIBIT A

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Charges for professional services, drafting and support services including DSA document assistance are based on the following daily or hourly rates:

General Support Staff-----	\$ 35.00/hour
Project Support Staff-----	\$ 45.00/hour
CAD Operator-----	\$ 55.00/hour
Architectural Technical Staff-----	\$ 75.00/hour
Engineering Technical Staff-----	\$ 75.00/hour
Paraprofessional-----	\$ 75.00/hour
Senior Project Manager-----	\$140.00/hour
Project Manager-----	\$125.00/hour
Architect-----	\$125.00/hour
Engineer-----	\$125.00/hour
Architectural Illustrator-----	\$140.00/hour
Director of Architecture-----	\$140.00/hour
Director of Engineering-----	\$140.00/hour
Information Technology Director-----	\$140.00/hour
Facilities Analyst Director-----	\$140.00/hour
Director of Design-----	\$140.00/hour
Director of Construction-----	\$160.00/hour
Project Architect-----	\$160.00/hour
Project Engineer-----	\$160.00/hour
Vice President-----	\$160.00/hour
President/Chief Executive Officer-----	\$285.00/hour

Charges are due and payable upon receipt of the invoice.

This schedule is subject to revision with written notice.

10/9/17

CONSENT ITEM

DATE: November 14, 2017

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

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

PREPARED BY: Trang Lai, Director, Educational Services

SUBJECT: **APPROVE AGREEMENT #45051 BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY DEPARTMENT SUPERINTENDENT OF SCHOOLS TO PROVIDE CONTINUING NEXT GENERATION SCIENCE STANDARDS (NGSS) PROFESSIONAL DEVELOPMENT FROM DECEMBER 5, 2017 THROUGH MAY 31, 2018**

Background: For the past four years, Fullerton School District has provided extensive training for teachers on the implementation of the Next Generation Science Standards (NGSS). We will continue the training to reinforce the knowledge and skills learned from previous trainings. The trainings will be provided by Holly Steele for new hires, kindergarten, second, fourth, and sixth grades. The following year, we will provide trainings for the other grade levels.

Rationale: Research shows that effective professional development requires trainings to be provided over a period of years on the same topic. Each year adds new elements and provides teachers the opportunity to collaboratively work together to build understanding of effective teaching strategies. Continuing training reinforces and reaffirms strategies applied in the classroom setting until it becomes systemic.

Funding: Cost not to exceed \$9,000 for nine professional development days (dates to be determined) and is to be paid from Unrestricted General Funds.

Recommendation: Approve Agreement #45051 between Fullerton School District and Orange County Department Superintendent of Schools to provide continuing Next Generation Science Standards (NGSS) professional development from December 5, 2017 through May 31, 2018.

EF:TL:nm
Attachment

2 FULLERTON SCHOOL DISTRICT
3 INCOME AGREEMENT

4 This AGREEMENT is hereby entered into this 11th day of October,
5 2017, by and between the Orange County Superintendent of Schools,
6 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred
7 to as SUPERINTENDENT, and Fullerton School District, 1401 West
8 Valencia Drive, Fullerton, California 92833, hereinafter referred to
9 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively
10 referred to as the Parties.

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

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

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

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

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
24 independent contractor to perform the following described services
25 and SUPERINTENDENT hereby agrees to perform said services upon the
terms and conditions hereinafter set forth. Specifically,

1 SUPERINTENDENT'S, Instructional Services Program shall provide the
2 following services for the DISTRICT:

3 1.1 Provide introduction to NGSS (Next Generation Science
4 Standards) for DISTRICT's staff and teachers, more
5 specifically described in Exhibit "A", "Service
6 Proposal", dated September 15, 2017, which is attached
7 hereto and incorporated by reference herein.

8 2.0 TERM. This AGREEMENT shall commence on December 5, 2017 and end
9 on May 31, 2018, subject to termination set forth in this AGREEMENT.

10 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
11 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
12 total sum not to exceed Nine thousand dollars (\$9,000.00). Payment
13 shall be made at the rate of One thousand dollars(\$1,000.00) per
14 day. DISTRICT'S payment to SUPERINTENDENT shall be made upon receipt
15 of an itemized invoice from SUPERINTENDENT. Payment shall be mailed
16 to: Orange County Superintendent of Schools, Attn: Accounting
17 Manager, 200 Kalmus Drive, Costa Mesa, California 92626-9050, or at
18 such other place as SUPERINTENDENT may designate in writing.

19 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
20 any costs or expenses paid or incurred by SUPERINTENDENT in
21 performing services for DISTRICT, except as follows: N/A.

22 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own expense,
23 all labor, materials, equipment, supplies and other items necessary
24 to complete the services to be provided pursuant to this AGREEMENT,
25 except as follows: N/A.

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

16 7.0 HOLD HARMLESS.

17 A. SUPERINTENDENT agrees to and does hereby indemnify,
18 defend, and hold harmless DISTRICT, its Governing Board, officers,
19 agents and employees from liability and claims of liability for
20 bodily injury, personal injury, sickness, disease, or death of any
21 person or persons, or damage to any property, real personal, tangible
22 or intangible, arising out of the negligent acts or omissions of
23 employees, agents or officers of SUPERINTENDENT or the Orange County
24 Board of education during the period of this AGREEMENT.

25 B. DISTRICT agrees to and does hereby indemnify, defend,
and hold harmless SUPERINTENDENT, the Orange County Board of

1 Education, and its officers, agents and employees from liability and
2 claims of liability for bodily injury, personal injury, sickness,
3 disease, or death of any person or persons, or damage to any
4 property, real personal, tangible or intangible, arising out of the
5 negligent acts or omissions of DISTRICT, its Governing Board,
6 employees, agents or officers during the period of this AGREEMENT.

7 8.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this
8 AGREEMENT shall not be assigned by SUPERINTENDENT without prior
9 written approval of DISTRICT.

10 9.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
15 abide with conditions of this policy could result in the termination
16 of this AGREEMENT.

17 10.0 TERMINATION. Either party may terminate this AGREEMENT with or
18 without reason with the giving of thirty (30) days written notice to
19 the other party. DISTRICT shall compensate SUPERINTENDENT only for
20 services satisfactorily rendered to the date of termination. Written
21 notice by DISTRICT shall be sufficient to stop further performance of
22 services by SUPERINTENDENT. Notice shall be deemed given when
23 received by the SUPERINTENDENT or DISTRICT or no later than three (3)
24 days after the day of mailing, whichever is sooner.

25 11.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they
will not engage in unlawful discrimination in employment of persons

1 because of race, color, religious creed, national origin, ancestry,
2 physical handicap, medical condition, marital status, or sex of such
3 persons.

4 12.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
5 that all matters produced under this AGREEMENT shall become the
6 property of SUPERINTENDENT and cannot be used without
7 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
8 have all right, title and interest in said matters, including the
9 right to secure and maintain the copyright, trademark and/or patent
10 of said matter in the name of the SUPERINTENDENT.

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

21 DISTRICT: Fullerton School District
22 1401 West Valencia Drive
23 Fullerton, California 92833
24 Attn: _____

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

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

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

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

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

21 ////

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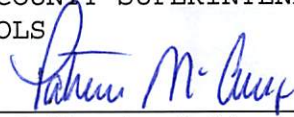
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: 
Authorized Signature

PRINT NAME: Robert Pletka, Ed.D.

PRINT NAME: Patricia McCaughey

TITLE: SUPERintendent

TITLE: Administrator

DATE: _____

DATE: October 11, 2017

FullertonSD-Income-NGSS(45051)18
Zip6



**Orange County Department of Education
Instructional Services**

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

AL HUIJARES, Ph.D.
County Superintendent
of Schools

TO: Trang Lai
Director of Educational Services
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
trang_lai@myfsd.org
(714) 447-2878

FROM: Holly Steele
Administrator, Instructional Services
(714) 966-4092
hsteele@ocde.us

DATE: September 15, 2017

PURPOSE: Professional learning supporting NGSS Implementation

AUDIENCE: Teachers (New Hires, Grades K, 2, 4, and 6)

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

LCAP PRIORITIES ADDRESSED:

- Implementation of state standards

NUMBER OF DAYS: 9.0

PROPOSED TRAINING DATES:

- December 5, 2017 – 6th Grade (Group 1)
- December 19, 2017 – 6th Grade (Group 2)
- January 30, 2018 – 4th Grade (Group 1)
- January 31, 2018 – 4th Grade (Group 2)
- February 16, 2018 – 2nd Grade (Group 1)
- February 22, 2018 – NGSS for New Hires to FSD
- March 2, 2018 – 2nd Grade (Group 2)
- March 20, 2018 – Kindergarten (Group 1)
- April 5, 2018 – Kindergarten (Group 2)

LOCATION:

Fullerton School District Office or other mutually agreed upon location

GOALS:

- Within the context of a grade-level appropriate NGSS lesson sequence, teachers will:
 - Engage in exploring how phenomena can be used to engage students in scientific thinking.
 - Experience and develop an understanding of the strategies that can be used to scaffold student discussions and questioning.

EXPECTED MEASUREABLE OUTCOME(S):

- Awareness of the role of phenomena in NGSS-aligned sequences
 - As measured by teacher exit survey
- Incorporation of key strategies for promoting student discourse into teacher-generated lesson plans

RESEARCH BASE:

Phenomena-based science instruction has been called out as a key instructional shift required by the NGSS (California Science Framework, 2016). It supports teacher's continued exploration of the 5E instructional model (Bybee, 2014) to structure and deliver NGSS-aligned instruction to students. Furthermore,

deliberate focus on structuring and facilitating discussions within the context of 5E inquiry sequences will enable students to develop a stronger conceptual understanding of science content (Cartier et al, 2013).

ESTIMATED COSTS:


- 9 days of professional learning @ \$1,000/day

Total Estimated Cost: **\$9,000**

For Client Use:

When this proposal is accepted, OCDE will draw up a contract for services.

PROPOSAL ACCEPTED


Authorized Signature


Date

CONSENT ITEM

DATE: November 14, 2017
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Program Director, Child Development Services
SUBJECT: APPROVE/RATIFY AMENDED 2017/2018 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The funds are to be used for staffing, materials, and supplies.

Rationale: The original 2017/2018 Child Development State Preschool Contract, which was board approved on August 22, 2017, had a maximum total reimbursable amount of \$1,807,554. The amended 2017/2018 Child Development State Preschool Contract has increased the maximum total reimbursable amount to \$2,043,491. The increase of \$235,937 reflects the increase from \$40.45 to \$45.73 for the maximum rate per child day of enrollment.

Funding: Funding is applied to Child Development budget (#310).

Recommendation: Approve/Ratify Amended 2017/2018 Child Development State Preschool Contract effective July 1, 2017 through June 30, 2018.

EF:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17-18

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act

DATE: July 01, 2017

CONTRACT NUMBER: CSPP-7343

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-7

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2017 designated as number CSPP-7343 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,807,554.00 and inserting \$2,043,491.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$40.45 and inserting \$45.73 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 44,686.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pietka, Ed.D., Superintendent				
TITLE CONTRACT MANAGER		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 235,937	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,807,554	(OPTIONAL USE) 0656 23038-6650					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,043,491	ITEM 30.10.010 6100-196-0001	CHAPTER B/A	STATUTE 2017			FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

CONSENT ITEM

DATE: November 14, 2017

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ALFREDO VILLEGAS FOR MUSIC STUDIO WORKSHOP FOR CHILD DEVELOPMENT SERVICES STAFF ON JANUARY 8, 2018**

Background: Child Development Services serves 3,000 children, youth, and families from 6:30 a.m. to 6:00 p.m. in After School Education and Safety (ASES), TheLAB, State Preschool and Fee-Based Preschool Programs. These grant-funded and fee-based programs have written standards to ensure the quality of each program.

Rationale: Music Studio Workshop integrates music in all domains, from the construction of instruments to looking at new ways of utilizing traditional classroom instruments to writing melodies and lyrics. Providing all Child Development Services teachers, site leads and instructional aides with resources to engage student experiences with growth outcomes aligns to Preschool Desired Results Developmental Profile (DRDP) domains and New Generation Science Standards (NGSS), as well as promoting continuous quality program plans.

Funding: Cost not to exceed \$2,400 and is to be paid from Child Development budgets 50% (#310) and 50% (#085).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Alfredo Villegas for Music Studio Workshop for Child Development Services staff on January 8, 2018.

EF:MC:ln
Attachment

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Alfredo Villegas** 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 a **Music Studio Workshop, which integrates music in all domains (including construction of instruments, looking at new ways of utilizing traditional classroom instruments and strategies, and writing melodies and lyrics) to Child Development Services preschool teachers, site leads and instructional aides** hereinafter referred to as "Services."

2. Term. Contractor shall commence providing Services under this Agreement on **January 8, 2018**, and will diligently perform as required and complete performance by **January 8, 2018**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Five Hundred Forty-Five Dollars (\$1,545.00)**. 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. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows (describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A): **air travel not to exceed Four Hundred Fifty Dollars (\$450.00), ground transportation not to exceed Ninety-Five Dollars (\$95.00), accommodations not to exceed Two Hundred Sixty-Five Dollars (\$265.00), and meals not to exceed Forty-Five Dollars (\$45.00) for a grand total not to exceed \$2,400. Budget 50% (#310) & 50% (#085).**

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full

responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after

service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Alfredo Villegas
Address – On File

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

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

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

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

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

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

This Agreement is entered into this **15th** day of **November 2017**.

FULLERTON SCHOOL DISTRICT

ALFREDO VILLEGAS

By: _____
Robert Pletka, Ed.D.
Superintendent

By: _____

On File _____
Taxpayer Identification Number

CONSENT ITEM

DATE: November 14, 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/RATIFY 2017/2018 NONPUBLIC SCHOOL MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND ROSSIER PARK SCHOOL EFFECTIVE SEPTEMBER 27, 2017 THROUGH JUNE 30, 2018**

Background: Nonpublic schools serve those students who are unable to receive a Free and Appropriate Public Education (FAPE) within those programs offered in the District, due to the severity of the disability.

Current rates are as follows:

Basic Education Program/Special Education Instruction	\$169.69/per day
Transportation Round Trip	\$ 38.02/under 19 miles \$ 43.76/20-20 miles \$ 48.98/30-39 miles \$ 59.33/over 40 miles
Counseling – Individual/Group	Included in daily
Speech/Language	\$ 97.78/per hour
Adapted Physical Education	\$ 68.71/per hour
1:1 Aide	\$16.14/per hour
Vocational Workability	Included in daily
Transportation for families	Included in daily

Rationale: Nonpublic schools are utilized when all other educational placements for the student have been implemented.

A copy of the contract is available for review in the Superintendent’s Office.

Funding: Total cost of contract is to be in the amount of the individual service agreement to be paid from Student Support Services budget (#504).

Recommendation: Approve/Ratify 2017/2018 Nonpublic School Master Contract between Fullerton School District and Rossier Park School effective September 27, 2017 through June 30, 2018.

EF:RG:vm

CONSENT ITEM

DATE: November 14, 2017

TO: 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 THE PIGGYBACK BID FOR PALO VERDE UNIFIED SCHOOL DISTRICT BID NO. FSD 15-16-GFR-03 FOR THE PURCHASES OF INTERIOR FINISHING MATERIALS AND EXTERIOR LANDSCAPING BEAUTIFICATION PRODUCTS DISTRICTWIDE**

Background: Palo Verde Unified School District BID No. FSD-15-16-GFR-03 for the purchase of furniture systems, interior finishing materials and exterior landscaping beautification materials awarded to The KYA Group LLC., provides competitive pricing and has been made available for use to all public agencies and school districts. The KYA Group LLC,. offers a multitude of products and services. Staff has determined that it is in the best interest of the District to utilize BID No. FSD-15-16-GFR-03 through March 14, 2021.

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

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

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve the piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchases of interior finishing materials and exterior landscaping beautification products Districtwide.

RC:MM:gs