

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
Tuesday, January 3, 2017
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Hilda Sugarman, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Tuesday, January 3, 2017, 5:30 p.m. Closed Session, 6:00 p.m. Open Session

Public Comments – 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.

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

Public Comments– Policy (see above)

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

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

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

Public Comments – Policy (see above)

Discussion/Action Item:

1a. Approve appointment of Chad Hammitt, Ed.D., to Assistant Superintendent of Personnel Services effective February 6, 2017.

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be

held on Tuesday, January 17, 2017, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

DISCUSSION/ACTION ITEM

DATE: January 3, 2017
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE APPOINTMENT OF CHAD HAMMITT, ED.D., TO ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES EFFECTIVE FEBRUARY 6, 2017**

Background: The District has conducted an extensive recruitment to hire an Assistant Superintendent of Personnel Services due to the loss of Craig C. Bertsch, Ed.D. After screening and interviewing a large number of high caliber candidates, the interview panel and Executive Cabinet are happy to recommend Chad Hammitt, Ed.D., to the Board.

Chad has vast experience in Personnel and has previously served as an Assistant Superintendent of Personnel for Santa Ana Unified and Saugus Union School Districts. He comes to us from Magnolia School District where he currently serves as the Executive Director of Personnel Services. His personable and enthusiastic demeanor will help move the District's recruitment and hiring initiatives forward, help facilitate negotiations, and will be an overall well-rounded asset to the District.

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

Funding: Salary to come from District General Fund.

Recommendation: Approve appointment of Chad Hammitt, Ed.D., to Assistant Superintendent of Personnel Services effective February 6, 2017.

RP:nm
attachment

CONTRACT FOR EMPLOYMENT FOR ASSISTANT SUPERINTENDENT,
PERSONNEL SERVICES

This Contract For Employment For Assistant Superintendent, Personnel Services (“Contract”) is made by and between the FULLERTON SCHOOL DISTRICT, located in the County of Orange, State of California (“District”) acting through its Board of Trustees (“Board”), and CHAD HAMMITT, Ed. D. (“Assistant Superintendent”), and is made with reference to the following facts:

RECITALS

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

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

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

AGREEMENT

1. Assistant Superintendent shall be employed pursuant to this Contract for a term beginning February 6, 2017, to and including June 30, 2019.

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

3. Effective February 6, 2017, Board shall pay Assistant Superintendent a salary of \$195,570 (adjusted for a mid-year start) which salary shall be the basis for annual adjustments through a cost of living adjustment (“COLA”) or compensation adjustment that is equal to the adjustment as offered to other management team members of the District. The specific type of annual compensation adjustment relates solely to bonuses and COLA adjustments. In the event Assistant Superintendent has earned a doctorate from an accredited institution of higher learning, he shall receive a stipend equivalent of two percent (2%) of his annual base salary. The Assistant Superintendent may direct that a portion of his salary be deducted from his salary and paid into a tax sheltered or tax deferred annuity program consistent with all applicable federal and state laws, rules and regulations.

4. Commencing with the 2016/2017 school year, Assistant Superintendent shall receive a \$4,000.00 contribution paid by District to a tax sheltered or tax deferred annuity program (“TSA”) of the Assistant Superintendent’s choice, by October 31st of each fiscal year consistent with all applicable federal and state laws, rules and regulations. The District’s payment to the TSA is not creditable compensation and shall not be reported to CalSTRS as creditable compensation. This contribution may be converted prospectively to salary at anytime at the discretion of the Assistant Superintendent, at which time it shall be considered creditable compensation and reported to CalSTRS as such beginning on the effective date of the restructure.

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

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

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

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

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

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

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

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

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

12. Assistant Superintendent shall be provided with a smartphone, internet access from his home, and shall receive an allowance for a mobile device (iPad/tablet) or the equivalent to be purchased every three years all of which may at times be used for incidental personal use. District shall further pay the cost of membership in one State Professional Organization (e.g., ACSA) of the Assistant Superintendent's choice at District expense. None of these fringe benefits shall be characterized as credible compensation or reported to CalSTRS as such.

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

14. This Contract shall be effective February 6, 2017, and as of that date, replaces all prior existing agreements between the parties which shall be of no further force and effect except as recognized in this Contract.

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

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

17. Provisions of Government Code Sections 53243-53243.4.

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

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

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

FULLERTON SCHOOL DISTRICT AND ITS
BOARD OF TRUSTEES

Dated: _____

By: _____

Hilda Sugarman
President, Board of Trustees

Dated: _____

By: _____

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

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

Date of Ratification:

Dated: _____

Clerk, Board of Trustees