

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, December 5, 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 and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:31 p.m. and Dr. Rob Coghlan 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. Rob Coghlan, Dr. Emy Flores, Dr. Chad Hammitt, Mr. Jay McPhail

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

At 5:32 p.m., the Board recessed to Closed Session for •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6].

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 6:00 p.m. and Van Duong, Nicky Yip, and Daisy Romero (Woodcrest School students) led the pledge of allegiance to the flag.

Introductions/Recognitions

Francine Vudoti, Laguna Road School student, was recognized by the District and the Fullerton Observer for her writing contributions to the Fullerton Observer.

Rochelle Wolf, Principal at Woodcrest School, introduced a group of second graders who sang "Let it Snow!" Mrs. Wolf presented an iMovie overview of Woodcrest School's many programs and activities.

Dr. Helene Morris, Director of Administrative Services, presented certificates of recognition for receiving Positive Behavioral Interventions & Supports to Beechwood School (Silver), Pacific Drive School (Gold) and Robert C. Fislser School (Gold).

Organization of the Board of Trustees

Moved by Janny Meyer, seconded by Jeanette Vazquez and carried 5-0 to elect Beverly Berryman to be the 2018 President of the Board of Trustees.

Newly elected Beverly Berryman assumed responsibilities at this time.

Dr. Bob Pletka thanked President Sugarman for her leadership as President of the Board of Trustees and presented her with a piece of framed student artwork and flowers on behalf of the Board and Fullerton School District. Dr. Pletka thanked President Sugarman for her perseverance of continuously honoring staff. The Board also thanked President Sugarman for the work she accomplished during her year as President. President Sugarman thanked the Board of Trustees for allowing her to serve as President. She commented it has been a year full of opportunities and hiring new staff. President Sugarman aspires for all children to reach their potential and for staff to be fulfilled at their job.

Moved by Jeanette Vazquez, seconded by Chris Thompson and carried 5-0 to elect Janny Meyer as 2018 Vice President of the Board of Trustees.

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to elect Chris Thompson as 2018 Clerk of the Board of Trustees.

Moved by Janny Meyer, seconded by Jeanette and carried 5-0 to appoint Dr. Bob Pletka as 2018 Secretary to the Board of Trustees.

Meeting dates for 2018: January 16, February 13, March 6, April 10, May 8, June 5 and 19, July 24, August 14, September 4 and 25, October 9, November 13, and December 11.

Moved by Hilda Sugarman seconded by Chris Thompson and carried 5-0 to approve Board meeting dates for 2018.

Moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 5-0 to appoint Beverly Berryman as representative for OCSBA Political Action Committee for 2018.

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to appoint Jeanette as alternative representative for OCSBA Political Action Committee for 2018.

Moved by Chris Thompson, seconded by Hilda Sugarman and carried 5-0 to appoint Jeanette Vazquez as representative for the County Committee on School District Organization for 2018.

Moved by Chris Thompson, seconded by Jeanette Vazquez and carried 5-0 to appoint Janny Meyer as the alternative representative for the County Committee on School District Organization for 2018.

Public Comments

No comments.

Superintendent's Report

Dr. Pletka commended the following sites that participated in the Congressional App Challenge: Beechwood School, Laguna Road School, Valencia Park School, Pacific Drive School, Robert C. Fiesler School, and Nicolas JHS. Fullerton School District won the elementary awards and Nicolas JHS won second place overall. It was a great night of witnessing students set goals and achieving success.

Information from the Board of Trustees

Trustee Vazquez – She stated that she attended the CSBA Conference and spoke about equity. Trustee Vazquez shared that it is important to provide every child and staff the support they need to reach their potential. She is honored to serve as part of the Board of Trustees and excited to shape the future of students.

Trustee Thompson- no report.

Trustee Meyer- She shared a moment of sending good thoughts and prayers for the Montoya family in honor of Mrs. Montoya's mother. Trustee Meyer attended the College Con event at Parks JHS and Dr. Emy Flores was a great keynote speaker. She, too, attended the CSBA Conference and thanked Educational Services staff for helping her prepare for a panel discussion she presented for Youth Truth. She is looking forward to all the school visits and programs in the upcoming weeks and wished everyone happy holidays.

President Berryman- no report.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – no report.

CSEA– no report.

FESMA –Robin Gilligan – She reminded everyone the Every Student Succeeding event will be held on January 23, 2018 at First Evangelical Free Church. She wished everyone happy holidays.

Presentations

Dr. Emy Flores, Sue Albano, Rossana Fonseca, Yolanda McComb, and Dual Language teachers presented an overview of the Dual Language Immersion Program at Raymond School.

Helene Morris, Director of Administrative Services, presented on Restorative Practices to support Positive Behavioral Supports and Interventions (PBIS) in Fullerton School District

Approve Minutes

Moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 4-1 to approve the minutes of the Regular meeting on November 14, 2017 (Trustee Thompson abstained for not being present at the November 14 Board meeting.)

Organizational Meetings of the Capital Facilities Corporation and Financing Authority

President Berryman adjourned the Regular Meeting of the Board of Trustees at 7:58 p.m. and convened the meeting of the Fullerton School District Capital Facilities Corporation at 7:59 p.m.

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to appoint Beverly Berryman as President of the Corporation; to appoint Chris Thompson as the Secretary of the Corporation; to appoint Dr. Bob Pletka as Vice President of the Corporation; and to appoint Dr. Robert Coghlan as the Chief Financial Office of the Corporation.

President Berryman adjourned the meeting of the Capital Facilities Corporation at 8:01 p.m. and convened at 8:02 p.m., the meeting of the Fullerton School District Financing Authority.

Moved by Dr. Robert Pletka, seconded by Hilda Sugarman and carried 5-0 to appoint Beverly Berryman as President of the Authority; to appoint Chris Thompson as the Clerk of the Authority; to appoint Dr. Bob Pletka as Vice President of the Authority; and to appoint Dr. Robert Coghlan as the Chief Financial Office of the Authority.

President Berryman adjourned the meeting of the Financing Authority at 8:03 p.m. and reconvened the Regular Meeting of the Board of Trustees at 8:04 p.m.

Discussion/Action Items:

2a. Approve New and Revised board policies:

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

It was moved by Janny Meyer, seconded by Jeanette Vazquez and carried 5-0 to approve New and Revised board policies listed above.

2b. Adopt Resolution #17/18-15 authorizing the issuance of Fullerton School District (Orange County, California) 2018 General Obligation Refunding Bonds.

It was moved by Chris Thompson, seconded by Janny Meyer, and carried 5-0 to adopt Resolution #17/18-15 authorizing the issuance of Fullerton School District (Orange County, California) 2018 General Obligation Refunding Bonds

2c. Approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

Dr. Robert Coghlan, Assistant Superintendent of Business Services, presented an overview of the District's Financial interim reporting period. It was then moved by Chris Thompson and seconded by Jeanette Vazquez and carried 5-0 to approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

The Board recessed at 8:20 p.m. and resumed Open Session at 8:25 p.m.

2d. Approve Revised Board Annual Goals.

The board held an extensive discussion regarding the Revised Board Annual Goals. The board agreed on Board Annual Goal #1 and #2 as presented:

1.) To prepare students to be successful in high school, college and career by fostering students' personalized interest and passion as well as increasing student self- efficacy through mastery of grade level content standards, technology, and the 5 C's (Communication, Collaboration, Creativity, Critical Thinking, Character) needed for students to be innovative in the 21st Century. Students will be able to identify interests and a pathway to college and career by 8th grade. Additionally, students prepared to take A-G requirements will increase by 5 percent.

2.) To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

Board Goal #4 was revised and approved to state: High level of focus on parent and community engagement in all areas of programming and committees by fostering a culture throughout the District where community and family feel welcomed, respected and appreciated.

Regarding Board Goal #3 that was not approved: To Recruit, Hire, and Develop only the best classified, certificated, and management employees, and recognize and retain employees who demonstrate high levels of performance.

Trustee Thompson requested Goal #3 include language about removing substandard performers but hearing no second on the request the alternative language did not get approved. The Board unanimously agreed to discuss and approve Board Annual Goal #3 at the January 16, 2018 Board Meeting.

2e. Approve Board Protocol regarding setting Board Meeting agendas and Board Member requests for information from staff.

It was moved by Hilda Sugarman, seconded by Chris Thompson and carried 5-0 to approve Protocol regarding setting Board Meeting agendas and Board Member requests for information from staff.

BOARD PROTOCOL REGARDING SETTING BOARD MEETING AGENDAS

The Board President and the Superintendent shall work together to develop the agenda for each regular and special meeting. Either the Superintendent or Board President can unilaterally place an item on the Agenda. Each agenda item shall reflect the District's vision and goals and the Board's focus on student learning. Other Board Members may request to have an item placed on a future agenda by making such request during the Board Member Request(s) for Possible Future Agenda Items portion of the meeting. A Board Member's request for a particular item to be placed on a future agenda must be seconded by another Board member in order to be placed on a future agenda.

BOARD PROTOCOL REGARDING BOARD MEMBER REQUESTS FOR INFORMATION FROM DISTRICT STAFF

The Board acknowledges that staff will be focused on the District's vision and goals. Board members should direct all requests for information to either the Superintendent or the appropriate Assistant Superintendent. Any individual request by a Board Member that requires staff to create reports, projects, or compile information that would, in the opinion of the Superintendent or Assistant Superintendent, require more than two hours of staff time requires a consensus of the full Board.

2f. Adopt Resolution #17/18-16 for authorization to apply for and secure grant funding from the South Coast Air Quality Management District (SCAQMD) and allocate funds for additional options required for special needs equipment.

It was moved by Janny Meyer, seconded by Jeanette Vazquez, and carried 5-0 to adopt Resolution #17/18-16 for authorization to apply for and secure grant funding from the South Coast Air Quality Management District (SCAQMD) and allocate funds for additional options required for special needs equipment.

Administrative Report

3a. First Reading of Pupil Attendance calendars for the 2018/2019 and 2019/2020 school years.

First Reading of Pupil Attendance calendars for the 2018/2019 and 2019/2020 school years. These calendars will be presented to the Board for final approval at the January 16, 2018 Board meeting.

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered L22C0052 through L22C0058, L22D0276 through L22D0354, L22M0097 through L22M0115, L22R0813 through L22R0914, L22V0110 through L22V0126, and L22X0322 through L22X0334 for the 2017/2018 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 200340 through 200396 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 112815 through 113059 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12457 through 12505 for the 2017/2018 school year.

1g. Approve 2017/2018 Single Plan for Student Achievement (SPSA) and budgets for all school sites.

1h. Approve Classified tuition reimbursement.

1i. Approve/Ratify Memorandum of Understanding between Alliant International University and Fullerton School District effective August 1, 2017 through August 1, 2022.

1j. Approve Master Clinical Field Experience Agreement with California Baptist University effective December 6, 2017.

1k. Approve Speech Language Pathology Assistant Field Experience Internship Agreement with Biola University effective January 20, 2018 through January 19, 2019.

1l. Approve 2017/2018 Nonpublic Agency Agreement between Fullerton School District and Professional Tutors of America for services effective December 6, 2017 through June 30, 2018.

1m. Approve out-of-state conference attendance for a staff member from Maple School to attend the Coaching of Reading Institute at Columbia University in New York from January 28-31, 2018.

1n. Approve Disclosure Compliance Officer Report for 2016/2017 for Community Facilities District 2000-1 (District 40, Van Daele) and for Community Facilities District 2001-1 (District 48 Amerige Heights).

1o. Adopt Resolutions numbered 17/18-B013 through 17/18-B016 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission

to the Orange County Superintendent of Schools.

1p. Approve/Ratify warrants numbered 1186 for the 2017/2018 school year (District 48, Amerige Heights).

1q. Approve Notice of Completion for DBMC, Inc., for Raymond Elementary School Entry Improvements—Revision 1, FSD-17-18-RD-01.

1r. Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for District TOSA office.

1s. Approve Position Description for Mental Health Coordinator.

1t. Extend Independent Contractor Agreement between Fullerton School District and Marsa Miller for services as the Interim Director of Transportation, effective December 21, 2017, through January 31, 2018.

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

Trustee Sugarman shared she would like to receive follow up information regarding the discussion of hiring a Public Information Officer and Dr. Pletka reported the information will be shared with the Board through their communique. It was moved by Jeanette Vazquez, seconded by Hilda Sugarman to adopt a resolution honoring Martin Luther King Jr. at an upcoming board meeting.

Adjournment

President Berryman adjourned the Regular meeting on December 5, 2017 at 10:01 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, January 16, 2018
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]

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

Introductions/Recognitions:
First Presbyterian Church

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting December 5, 2017

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 L22C0059 through L22C0070, L22D0355 through L22D0393, L22M0116 through L22M0138, L22R0889 through L22R1121, L22T0008, L22V0127 through L22V0157, L22X0335 through L22X0344, and, L22Y0056 through L22Y0058 for the 2017/2018 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 200397 through 200419 for the 2017/2018 school year.
- 1e. Approve/Ratify warrants numbered 113060 through 113572 for the 2017/2018 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 12506 through 12551 for the 2017/2018 school year.
- 1g. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2017 – December 31, 2017).
- 1h. Approve/Ratify Resolution #17/18-18 recognizing January 15, 2018 as Dr. Martin Luther King, Jr. Day.
- 1i. Approve/Ratify Classified Personnel Report.
- 1j. Approve adoption of McGraw-Hill's *Study Sync* for 6th grade and McGraw-Hill's *Wonders* for grades transitional kindergarten (TK) – 5th grade to support implementation of the California State Standards (CSS).
- 1k. Adopt Resolutions numbered 17/18-B017 through 17/18-B019 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1l. Approve/Ratify warrant number 1114 for the 2017/2018 school year (District 40, Van Daele).
- 1m. Approve/Ratify warrant number 1187 for the 2017/2018 school year (District 48, Amerige Heights).
- 1n. Approve contract with Demsey Filliger & Associates to conduct a retiree benefits study in accordance with GASB 75.
- 1o. Approve the renewal of Magnolia School District's piggybackable Bid No. MSIT3, #I-23-2014/15, awarded to CDW Government, LLC, for the purchase of technology equipment and peripherals for Fullerton School District.
- 1p. Approve award of contract to State of California Department of General Services No. MNWNC-115: computer equipment (desktops, laptops, tablets, services, and storage including related peripherals and services).
- 1q. Award a contract to KYA Services pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-17-72-0057b for the purchase of carpet resources.
- 1r. Approve Notice of Completion for DBMC, Inc., for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02.
- 1s. Approve agreement with T&B Engineering, Inc., for structural engineering services, including

providing a structural assessment of canopies at Richman and Woodcrest Elementary Schools.

1t. Approve/Ratify Agreement with Architecture 9, LLLP, for architectural services for the new satellite administration building.

1u. Approve agreement with Ziemba & Prieto architects to provide professional services for Maple Elementary School's new playground structure project.

1v. Approve Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas as Facilities Consultant, effective February 1, 2018, through June 30, 2018.

1w. Approve agreement with Schneider Electric Buildings Americas, Inc., for Proposition 39 Energy Planning Contract for the additional money to be received from the California Department of Education.

1x. Approve agreement with Project Support Services for DSA closeout and certification.

1y. Approve the piggyback bid for Santa Rita Union School District Bid No. 2015-16-1A for the purchase of facility supply services, modular classroom buildings, and modular toilet room buildings from American Modular Systems.

1z. Approve contract between the Fullerton School District and Brainiate, LLC.

1aa. Approve/ratify Independent Contractor Agreement between Fullerton School District and NonQuixote, LLC to develop a series of professional level videos.

1bb. Approve Addendum between Fullerton School District and Independent Contractor Mike Lawrence Consulting for additional hours to continue to provide support for the 2017/2018 school year educational personalized learning.

1cc. Approve out of state conference attendance for 6 staff members from Innovation & Instructional Support to attend the International Society for Technology in Education (ISTE) Conference in Chicago, Illinois from June 24 – 27, 2018.

1dd. Approve out-of-state conference for 2 staff members from Innovation & Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 15 – 19, 2018.

1ee. Approve/Ratify Contract for E-Rate compliance services with CSM Consulting, Inc., with automatic annual renewals.

1ff. Approve Addendum between Fullerton School District and Ryan Lewis to provide an evaluation of educational programs related to student achievement and engagement for the 2017/2018 school year.

1gg. Approve/Ratify 2017/2018 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2017 through June 30, 2018.

1hh. Approve/Ratify contract with Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. to continue environmental liability coverage for Fisler effective November 21, 2017.

Discussion/Action Items:

2a. Approve the 2017/2018 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

- 2b. Approve PAL Advisory Committee MOU between Fullerton School District and Fullerton Elementary Teachers Association.
- 2c. Approve Supplemental Retirement MOU between Fullerton School District and Fullerton Elementary Teachers Association.
- 2d. Approve Agreement and Resolution #17/18-17 for Administrative Services between the Fullerton School District and the State of California's Public Agency Retirement Services (PARS).
- 2e. Approve compensation adjustments for Fullerton School District's management group for 2017/2018.
- 2f. Approve amendments to Assistant Superintendents' contracts for 2017/2018.
- 2g. Approve second amendment of Board-approved Contract for District Superintendent.
- 2h. Approve Pupil Attendance Calendars for the 2018/2019 and 2019/2020 school years.
- 2i. Hear presentation and accept the 2016/2017 Audit Report.
- 2j. Approve Revised Board Annual Goals.

Administrative Reports:

3a. First Reading of Board Policies

New:

Personnel

BP 4033 – Lactation Accommodation

BP 4112.21 – Interns

BP 4112.41 – Employee Drug Testing

BP 4112.42 – Drug & Alcohol Testing for School Bus Drivers

3b. California Dashboard Local Indicators Board Report.

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

Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se 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 것 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammit, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(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 JANUARY 16, 2018**

NEW HIRES

NAME/NAMES	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Laura Armstrong	Substitute Teacher	Employ	100	12/15/2017
Daryl Bradley	Substitute Teacher	Employ	100	12/14/2017
Cameron Campbell	Substitute Teacher	Employ	100	11/27/2017
Jordan Carter	Substitute Teacher	Employ	100	11/27/2017
Alexandria Coyhis	Substitute Teacher	Employ	100	12/14/2017
Alexandra DePaul	Substitute Teacher	Employ	100	12/01/2017
Angela Frusteri	Substitute Teacher	Employ	100	12/04/2017
Ashley Diaz	Substitute Teacher	Employ	100	12/14/2017
Adrian Gonzalez	Substitute Teacher	Employ	100	11/29/2017
Carla Guzman	Substitute Teacher	Employ	100	12/07/2017
Monica Henry	Substitute Teacher	Employ	100	12/19/2017
Leslie Hernandez	Substitute Teacher	Employ	100	11/30/2017
Karen Luethke	Substitute Teacher	Employ	100	12/04/2017
Bailee Monteiro	Substitute Teacher	Employ	100	11/28/2017
Samantha Moreno	Substitute Teacher	Employ	100	12/04/2017
Joshua Nagai	Substitute Teacher	Employ	100	11/29/2017
Veronica Nelson	Substitute Teacher	Employ	100	11/28/2017
TrieuTien Nguyen	Substitute Teacher	Employ	100	12/18/2017
Margarita O'Donnell	Substitute Teacher	Employ	100	12/18/2017
Sandra Shaheen	Substitute Psychologist	Employ	100	11/28/2017
Megan Stammen	Substitute Teacher	Employ	100	12/04/2017
Sonia Straley	Substitute Psychologist	Employ	100	12/07/2017
Betty Vandervest	Substitute Teacher	Employ	100	11/17/2017

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON JANUARY 16, 2018**

NEW HIRE(S) – CONTINUED

Elizabeth Volmer	Substitute Teacher	Employ	100	11/28/2017
Kimberly Wendler	Substitute Teacher	Employ	100	12/04/2017
Amy Yoon	Substitute Teacher	Employ	100	11/30/2017
Zevin Yu	Substitute Teacher	Employ	100	12/01/2017
Alissar Zibara	Substitute Teacher	Employ	100	11/29/2017

SPEECH THERAPIST STIPEND(S)

**Approve 1st year stipend of \$2,500.00, effective January 1, 2018 from budget #100 for the following
certificated personnel:**

Haein Adams

Katie Frazer

**Approve 3rd year stipend of \$2,500.00, effective January 1, 2018 from budget #100 for the following
certificated personnel:**

Sarah Soriano

Esmeralda Sifuentes

Kelly Aponte

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:**

Geoff Hecht (0130423409-1901)

David Myers (0130420409-1901)

Peter Karaya (0130420409-1901)

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 January 16, 2018.

Clerk/Secretary

CONSENT ITEM

DATE: January 16, 2018

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

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

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

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

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

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

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

RC:gs
Attachment

FULLERTON SCHOOL DISTRICT**Gifts: January 16 , 2018**

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Acacia	Chess Masters	Community Partner(s)	monetary donation	for the school	\$108.00
Acacia	Fullerton Education Foundation	Community Partner(s)	monetary donation	for the school	\$495.00
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$552.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	STEM and PLTW	\$12,000.00
Child Development Services	Fullerton Education Foundation	Community Partner(s)	monetary donation	Immersive Studio	\$180.00
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	monetary donation	theatre performers	\$100.00
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	monetary donation	musical instrument installation	\$4,000.00
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	monetary donation	classroom televisions	\$7,500.00
Hermosa Drive	Barnes & Noble	Community Partner(s)	monetary donation	library books	\$436.18
Nicolas J.H.	Fullerton Rotary Foundation	Community Partner(s)	monetary donation	dance uniforms and supplies	\$657.75
Nutrition Services	Anonymous	Anonymous	monetary donation	Woodcrest students' negative lunch balances	\$828.00
Pacific Drive	Funding Factory	Community Partner(s)	monetary donation	for the school	\$279.30
Parks J.H.	Coca Cola Refreshments	Community Partner(s)	monetary donation	for the school	\$34.21
Parks J.H.	Fullerton Education Foundation	Community Partner(s)	monetary donation	STEM	\$100.00
Parks J.H.	Fullerton Education Foundation	Community Partner(s)	monetary donation	new P.E. equipment	\$1,000.00
Parks J.H.	Parks PTSA		monetary donation	various teachers	\$500.00
Raymond	Raymond PTA		monetary donation	mural	\$5,000.00
Rolling Hills	Wahoo's Fish Taco	Community Partner(s)	monetary donation	field trips	\$137.15
Sunset Lane	Espressa USA Inc.	Parent(s)	monetary donation	technology	\$1,000.00

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED L22C0059 THROUGH L22C0070, L22D0355 THROUGH L22D0393, L22M0116 THROUGH L22M0138, L22R0889 THROUGH L22R1121, L22T0008, L22V0127 THROUGH L22V0157, L22X0335 THROUGH L22X0344, AND, L22Y0056 THROUGH L22Y0058 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 L22C0059 through L22C0070, L22D0355 through L22D0393, L22M0116 through L22M0138, L22R0889 through L22R1121, L22T0008, L22V0127 through L22V0157, L22X0335 through L22X0344, and, L22Y0056 through L22Y0058 for the 2017/2018 fiscal year.

RC:MG:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/16/2018

FROM 11/17/2017 TO 12/14/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0059	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0130227101 5210	LCFF Suppl Instr Sunset Lane / Conferences and Meetings
L22C0060	LOVE AND LOGIC INSTITUTE INC	218.00	218.00	0111630101 4310	Donation Discretionary Fislr / Materials and Supplies Instr
L22C0061	ORANGE CNTY DEPARTMENT OF EDUC	39.00	39.00	0140155239 5210	Curriculum Development Discret / Conferences and
L22C0062	CHILDREN'S CENTER AT CALTECH	900.00	900.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
L22C0063	VAL VERDE UNIFIED SCHOOL DISTR	40.00	40.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
L22C0064	CALIFORNIA SCHOOL PERSONNEL	1,300.00	1,300.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
L22C0065	ORANGE CNTY DEPARTMENT OF EDUC	300.00	300.00	0150755109 5210	CELDT Testing Instr (Mandate) / Conferences and
L22C0066	CHILD EDUCATIONAL CENTER	480.00	480.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
L22C0067	SOCIAL THINKING	347.20	347.20	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
L22C0068	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
L22C0069	ELENACY CONSULTATION GROUP, TH	900.00	900.00	0150554101 5210	APE Autism OT Vision Instr / Conferences and Meetings
L22C0070	ORANGE CNTY DEPARTMENT OF EDUC	800.00	800.00	0130426109 5210	LCFF Base Instr Rolling Hills / Conferences and Meetings
L22D0355	FACEING MATH INC.	47.10	47.10	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22D0356	WONDER WORKSHOP	1,874.65	1,874.65	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
L22D0357	TERRAPIN SOFTWARE	1,034.19	1,034.19	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
L22D0358	PRESSAVVY INC.	1,574.14	1,574.14	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0359	LITERACY RESOURCES INC	88.30	88.30	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
L22D0360	GOPHER SPORT	80.96	80.96	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22D0361	GOPHER SPORT	937.90	937.90	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22D0362	CONSCIOUS DISCIPLINE	499.26	499.26	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
L22D0363	ORIENTAL TRADING COMPANY	2,050.24	2,050.24	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22D0364	COMPLETE BUSINESS SYSTEMS	241.39	241.39	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22D0365	KBI AND ASSOCIATES	1,323.71	1,323.71	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22D0366	VANDERBILT UNIVERSITY	362.67	362.67	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst

FULLERTON ELEMENTARY
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L22D0367	IMAGINAVI INC	1,232.82	1,232.82	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22D0368	TEACHER SYNERGY LLC	52.99	52.99	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22D0369	COMPLETE BUSINESS SYSTEMS	241.39	241.39	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22D0370	LITERABLY	3,054.71	1,527.36	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
			1,527.35	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
L22D0371	PRECISION DATA PRODUCTS INC	102.05	102.05	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0372	SANTA ANA COLLEGE	612.00	612.00	0111610101 5850	Donation Instr Acacia / Admission Fees
L22D0373	AMAZON.COM	172.39	172.39	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22D0374	VIRCO MANUFACTURING	427.66	427.66	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22D0376	AMAZON.COM	83.66	83.66	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22D0377	MONOPRICE INC.	3,208.67	3,208.67	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22D0378	CUSTOMINK	292.74	292.74	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
L22D0379	WHITE RHINO PROMOTIONAL SOLUTI	282.74	282.74	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22D0380	NEW MANAGEMENT INC	427.43	427.43	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22D0381	LAKESHORE LEARNING	70.63	70.63	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
L22D0382	IMAGINAVI INC	96.98	96.98	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22D0383	TERRAPIN SOFTWARE	2,460.21	2,460.21	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22D0384	FIRSTCALL OFFICE SOLUTIONS INC	3,651.11	3,651.11	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22D0385	ITSAVVY LLC	368.51	368.51	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22D0386	AMAZON.COM	39.81	39.81	0130420119 4310	LCFF Base Music Nicolas / Materials and Supplies Instr
L22D0387	THEATRE EXPERIENCE OF SO CALIF	612.00	612.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
L22D0388	AMAZON.COM	125.60	125.60	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22D0389	ACORN MEDIA	148.36	148.36	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
L22D0390	AMTRAK GROUP SALES	1,859.00	1,859.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies

FULLERTON ELEMENTARY
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L22D0391	ITSAVVY LLC	290.77	290.77	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0392	IMAGINATION MACHINE, THE	400.00	400.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22D0393	LOWES HIW INC	312.39	312.39	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22M0116	MONTGOMERY HARDWARE COMPANY	3,220.67	3,220.67	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0117	NATIONAL CONSTRUCTION RENTALS	1,506.96	1,506.96	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0118	ROTO ROOTER	3,487.50	3,487.50	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22M0119	BOURRET'S GLASS AND SCREEN	2,831.13	2,831.13	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
L22M0120	CITY SERVICE PAVING	3,400.00	3,400.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0121	CITY SERVICE PAVING	900.00	900.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0122	JUNIOR'S GOLF CARTS	596.67	596.67	0154753849 5640	Grounds Discretionary / Repairs by Vendors
L22M0123	INTEGRITY ELECTRIC	1,550.00	1,550.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22M0124	ROTO ROOTER	229.00	229.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22M0125	ROTO ROOTER	1,756.00	1,756.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22M0126	ORANGE COUNTY PUBLIC SAFETY	32,100.00	32,100.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
L22M0127	PROGRESSIVE SURFACING	7,458.25	7,458.25	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
L22M0128	MIRACLE RECREATION EQUIPMENT C	687.89	687.89	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22M0129	IMAGINAVI INC	304.20	304.20	0154253829 4362	Custodial Discretionary / Supplies Uniforms
L22M0130	VILLAGE NURSERIES LP	181.02	181.02	0111612101 4310	Donation Instr Commonwealth / Materials and Supplies
L22M0131	ORTIZ TRACTOR SERVICE	19,650.00	19,650.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0132	ORTIZ TRACTOR SERVICE	10,000.00	10,000.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0133	FULLBLAST CONCRETE CUTTING INC	3,661.25	3,661.25	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
L22M0134	COSTCO	200.00	200.00	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
L22M0135	PROGRESSIVE SURFACING	2,924.65	2,924.65	4067150851 6100	Facilities / Sites and Site Improvements
L22M0136	MONTGOMERY HARDWARE COMPANY	1,185.27	1,185.27	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs

FULLERTON ELEMENTARY
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L22M0137	INTEGRITY ELECTRIC	9,638.00	9,638.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0138	A 1 FENCE COMPANY	14,947.00	14,947.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22R0889	LEXIA LEARNING SYSTEMS LLC	6,280.00	6,280.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22R0907	BRIGGS, CAROL	109.95	109.95	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0915	EAGLE COMMUNICATIONS	129.38	129.38	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22R0916	NELSON, KAREN	46.70	46.70	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0917	HOA, JAMES	176.70	176.70	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22R0918	MITTELMAN, DEBORAH	16.85	16.85	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R0919	SOK-HUYNH, DEVI	133.34	133.34	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R0920	ASCARI, PATRICIA	148.43	148.43	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R0921	BREAKOUT EDU	176.63	176.63	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0922	EAGLE COMMUNICATIONS	655.73	655.73	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22R0923	OLSEN, STEPHANIE	252.94	252.94	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0924	YOUSLING, ENOCH D	5.92	5.92	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
L22R0925	AMAZON.COM	423.83	423.83	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
L22R0926	AMAZON.COM	131.29	131.29	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
L22R0927	COSGROVE, MARILEE	64.13	64.13	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0928	CISNEROS, MARGARET	90.40	90.40	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0929	AMAZON.COM	678.50	678.50	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
L22R0930	FRONT ROW EDUCATION INC	8,040.00	8,040.00	0181218101 4310	Instr Mat Lottery Laguna Instr / Materials and Supplies Inst
L22R0931	AMAZON.COM	81.35	81.35	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R0932	AMAZON.COM	441.29	441.29	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22R0933	MATRIX IMAGING PRODUCTS INC	2,658.60	2,658.60	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
L22R0934	AMAZON.COM	185.59	185.59	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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L22R0935	AMAZON.COM	80.51	80.51	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
L22R0936	COLLEGE BOARD	120.00	120.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R0937	COLLEGE BOARD	141.30	141.30	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R0938	GIVEN, STEPHANIE	99.84	99.84	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R0939	KOSKI, BRITTNEY	195.47	195.47	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R0940	EAGLE COMMUNICATIONS	3,567.30	3,567.30	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
L22R0941	AMAZON.COM	227.88	227.88	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R0942	LICONA, SHALIMAR	68.97	68.97	0130425279 4350	LCFF Base Admin Richman / Materials and Supplies
L22R0943	LARA, EDELICIA	51.04	51.04	0130425279 4350	LCFF Base Admin Richman / Materials and Supplies
L22R0944	TJT SALES	1,827.00	1,827.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0945	ULINE	2,087.12	2,087.12	0140155239 4350	Curriculum Development Discret / Materials and Supplies
L22R0946	MORRIS, JOHN	3,400.00	3,400.00	1231019101 5805	Preschool Instruction / Consultants
L22R0947	CALIFORNIA SCHOOL BOARDS ASSOC	802.98	802.98	0152557709 5805	Board Discret / Consultants
L22R0948	BRAINPOP LLC	1,450.00	1,450.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
L22R0949	BELLA LUNA TOYS	529.67	529.67	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R0950	DBQ PROJECT, THE	1,128.57	1,128.57	0140155239 4310	Curriculum Development Discret / Materials and Supplies
L22R0951	AKJ WHOLESALE LLC	563.25	563.25	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0952	HEAR AND C	80.81	80.81	0139452341 4310	School Readiness Nurse Health / Materials and Supplies
L22R0953	HANDWRITING WITHOUT TEARS	28.59	28.59	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
L22R0954	RIFTON EQUIPMENT	113.14	113.14	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0955	CDW.G	179.54	179.54	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22R0956	OFFICE DEPOT BUSINESS SERVICE	192.72	192.72	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R0957	AMAZON.COM	28.19	28.19	8152451741 4350	Property and Liability / Materials and Supplies Office
L22R0958	NGUYEN, DAVE	110.97	110.97	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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L22R0959	CENTENO, CRISTINA	33.99	33.99	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22R0960	KNOWLES, JUDY	323.26	323.26	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R0961	PRESSAVVY INC.	590.22	590.22	0152757789 4350	Administrative Assistant DC / Materials and Supplies
L22R0962	SUPER DUPER PUBLICATIONS	243.36	243.36	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0963	STAPLES ADVANTAGE	91.77	91.77	0153050799 4350	Business Administration DC / Materials and Supplies
L22R0964	SPEECH CORNER	18.83	18.83	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R0965	FUN AND FUNCTION	270.66	270.66	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R0966	THERAPY SHOPPE	1,063.31	1,063.31	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R0967	AARDVARK CLAY AND SUPPLIES	1,289.02	1,289.02	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0968	HOUGHTON MIFFLIN COMPANY	812.00	812.00	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
L22R0969	AMAZON.COM	223.25	223.25	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0970	KNOWLEGDE IN DEVELOPMENT INC.	353.25	353.25	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
L22R0971	SCHOOL HEALTH CORPORATION	193.22	193.22	0151354341 4310	Health Services / Materials and Supplies Instr
L22R0972	SCHOLASTIC INC	592.09	592.09	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
L22R0973	J TAYLOR EDUCATION	727.02	727.02	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
L22R0974	AMAZON.COM	198.71	198.71	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0975	AMAZON.COM	384.35	384.35	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R0976	DAILY JOURNAL CORPORATION	307.40	307.40	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R0977	CDW.G	10,385.38	10,385.38	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R0978	AMAZON.COM	159.60	159.60	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
L22R0979	SERNA, MARIA CARMEN	114.99	114.99	0152657719 4350	Superintendent Discret / Materials and Supplies Office
L22R0980	CARRILLO, DANIELLE	300.00	300.00	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Instr
L22R0981	COVA, KAREN	112.61	112.61	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Instr
L22R0982	ANTONIO SACRE	800.00	500.00	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr

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L22R0982	*** CONTINUED ***				
			300.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
L22R0983	OFFICE DEPOT BUSINESS SERVICE	2,365.48	2,365.48	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R0984	COLLINS, BETHANIE	146.11	146.11	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0985	COLLINS, BETHANIE	863.28	863.28	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0986	HOULIHAN, BRENDA	68.94	68.94	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
L22R0987	DILUIGI, JESSICA	42.44	42.44	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R0988	LAKESHORE LEARNING	98.86	98.86	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R0989	ORIENTAL TRADING COMPANY	129.29	129.29	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22R0990	KAMSTRA PIANO TUNING LLC	125.00	125.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R0991	IDEASTAGE PROMOTIONS LLC	573.00	573.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R0992	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Inst
L22R0993	ACOSTA, MARLEEN	60.14	60.14	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
L22R0994	MOEN, SHAWN	72.99	72.99	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R0995	SCHOOL HEALTH CORPORATION	44.10	44.10	0130225271 4350	LCFF Suppl Admin Richman / Materials and Supplies
L22R0996	FULLERTON, CITY OF	366.40	366.40	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R0997	SCHOLASTIC INC	4,898.85	4,898.85	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
L22R0998	SCHOLASTIC INC	220.19	220.19	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
L22R0999	DICK BLICK ART MATERIALS	478.73	478.73	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R1000	DISCOVERY CUBE'S OCEAN QUEST	874.00	874.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1001	CDW.G	7,789.03	7,789.03	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
L22R1002	AMAZON.COM	186.81	186.81	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
L22R1003	AMAZON.COM	86.16	86.16	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R1004	AMAZON.COM	32.31	32.31	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr

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L22R1005	CC-PURCHASING	298.91	298.91	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
L22R1006	AMAZON.COM	155.13	155.13	0130655223 1101	Peer Assistance Review Prog / Teachers Salaries Extra
L22R1007	AMAZON.COM	414.72	414.72	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22R1008	BRIGGS, EDWARD	284.92	284.92	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1009	GIRE, LORRAINE	64.30	64.30	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22R1010	LING, PHILLIP	119.47	119.47	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R1011	BRIGGS, EDWARD	73.44	73.44	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1012	FLORES, EMY	172.28	172.28	0152055779 4350	Education Services Discret / Materials and Supplies Office
L22R1013	OFFICE DEPOT BUSINESS SERVICE	310.30	310.30	0153050799 4350	Business Administration DC / Materials and Supplies
L22R1014	DEMCO INC	131.41	131.41	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22R1015	GUPPY, STEPHANIE	25.01	25.01	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R1016	CDW.G	247.07	247.07	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22R1017	CULVER NEWLIN INC	3,835.90	3,835.90	4067150851 4350	Facilities / Materials and Supplies Office
L22R1018	AGENTS OF DISCOVERY INC	2,290.00	2,290.00	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R1019	AMAZON.COM	85.95	85.95	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
L22R1020	PERMA BOUND	1,483.68	1,483.68	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1021	ANAHEIM MARRIOTT	10,000.00	10,000.00	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
L22R1022	FLINN SCIENTIFIC	164.00	164.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1023	AMAZON.COM	591.66	591.66	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22R1024	CDW.G	2,596.34	2,596.34	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22R1025	SPELLINGCITY.COM INC	31.50	31.50	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1026	SCHOLASTIC MAGAZINES	146.26	146.26	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R1027	BLOSSOM, KENNI	99.00	99.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1028	WAISANEN, BENIY	99.31	99.31	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr

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L22R1029	RIVERA, MELISSA	25.75	25.75	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1030	BROOKMAN, DANNA	100.00	100.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1031	HEBERT, SHEILA	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
L22R1032	DIAZ, STEPHANIE	34.46	34.46	0130225271 4350	LCFF Suppl Admin Richman / Materials and Supplies
L22R1033	MACHADO, LESLEY	85.91	85.91	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
L22R1034	LEAVITT, CARIN	110.00	110.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
L22R1035	MATTINGLY LOW VISION INC	273.90	273.90	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1036	BERGEN, KIMBERLY	254.68	254.68	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R1037	BRKICH, JENNIFER	474.98	474.98	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R1038	CURLEY, CAROLE ANN	129.34	129.34	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1039	SMITH, CASEY	332.92	332.92	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1040	NICHOLE, ANN	194.98	194.98	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1041	JEFFRIES, MALINDA	143.64	143.64	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1042	NICHOLE, ANN	25.79	25.79	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1043	JEFFRIES, MALINDA	601.38	601.38	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1044	SONG, HEEYOUNG	65.59	65.59	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1045	APPLE COMPUTER INC	963.29	963.29	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R1046	SUPPLY MASTER	374.97	374.97	0152258749 6450	Personnel Commission Discret / Repl Equip Less Than
L22R1047	MAXI AIDS INC	108.26	108.26	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1048	PRO ED	51.76	51.76	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1049	BYUN, CHRISTINE	150.00	150.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R1050	AAUW BREA/LAHABRA BRANCH	576.00	576.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1051	BELLA LUNA TOYS	335.45	335.45	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R1052	CHILDSWORK/CHILDSPLAY	59.85	59.85	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr

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L22R1053	LEXIA LEARNING SYSTEMS LLC	8,500.00	8,500.00	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1054	SHARP INTERNATIONAL	220.00	220.00	0121220101 5310	Title I Nicolas Instruction / Dues and Memberships
L22R1055	GOPHER SPORT	244.74	244.74	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1056	PBIS REWARDS	1,828.75	1,828.75	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Instr
L22R1057	MARTINEZ, ANTHONY	185.74	185.74	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22R1058	ESQUIVEL, MOLLY	87.86	87.86	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22R1059	CENTRAL INSTITUTE FOR THE DEAF	457.94	457.94	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1060	ABILITATIONS	279.58	279.58	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R1061	PEARSON ASSESSMENT INC	446.64	446.64	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
L22R1062	AMAZON.COM	17.34	17.34	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1063	AMAZON.COM	101.50	101.50	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1064	AMAZON.COM	102.30	102.30	0152258749 4350	Personnel Commission Discret / Materials and Supplies
L22R1065	AMAZON.COM	58.51	58.51	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1066	AMAZON.COM	176.93	176.93	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1067	AMAZON.COM	108.16	108.16	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
L22R1068	AMAZON.COM	179.68	179.68	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1069	AMAZON.COM	766.69	766.69	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1070	AMAZON.COM	161.61	161.61	8152451741 4350	Property and Liability / Materials and Supplies Office
L22R1071	WESTERN PSYCHOLOGICAL SERVICES	378.08	378.08	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
L22R1072	REVOLUTION ENTERPRISES INC	44.50	44.50	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1073	MIGLIORE, ADRIANA	53.77	53.77	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
L22R1074	BEYOND PLAY LLC	147.12	147.12	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R1075	CARDENAS, VALERIE	38.97	38.97	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr
L22R1076	LEE, JULIENNE	111.92	111.92	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

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L22R1077	GRIGOROV, STEPHANY	58.82	58.82	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R1078	LARNERD, ALYSSA	384.62	384.62	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R1079	ANGULO, AMBER	25.74	25.74	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22R1080	CHOI, ANNA	60.02	60.02	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22R1081	CLEARY-HORN, KIMBERLY	27.88	27.88	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22R1082	DEMAIO, DANIELLE	104.62	104.62	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22R1083	RADZAI-SANCHEZ, TERRY	185.23	185.23	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R1084	KNAPP, KELLY	273.70	273.70	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R1085	AMAZON.COM	264.94	264.94	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R1086	AMAZON.COM	359.56	359.56	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
L22R1087	AMAZON.COM	332.95	332.95	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1088	AMAZON.COM	152.18	76.06 76.12	0111627101 4310 0181227101 4310	After School Program Sunset Ln / Materials and Supplies Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22R1089	SCHOLASTIC MAGAZINES	128.23	128.23	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1090	DEMCO INC	32.35	32.35	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22R1091	EAGLE COMMUNICATIONS	39.46	39.46	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
L22R1092	ORIENTAL TRADING COMPANY	137.76	137.76	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22R1093	CDW.G	1,947.48	1,947.48	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Instr
L22R1094	ABILITATIONS	489.55	489.55	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R1095	FLOCABULARY INC	1,800.00	1,800.00	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
L22R1096	MCGRAW HILL EDUCATION INC	35,471.77	35,471.77	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
L22R1097	CDW.G	1,081.81	1,081.81	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22R1098	CDW.G	426.69	426.69	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
L22R1099	AMAZON.COM	197.75	161.61	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

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L22R1099	*** CONTINUED ***				
			36.14	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
L22R1100	GET LIT-WORDS IGNITE INC.	1,100.00	1,100.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22R1101	AMAZON.COM	473.12	473.12	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1102	AMAZON.COM	1,034.90	1,034.90	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1103	COSGROVE, MARILEE	82.97	82.97	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R1104	FORTE, EVITA	79.00	79.00	0132952101 4310	Afrt Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
L22R1105	HERNANDEZ, MARGARITA	30.20	30.20	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
L22R1106	PEREZ, EHIMY	89.00	89.00	0132952101 4310	Afrt Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
L22R1107	DIORON, CHASITY	135.68	135.68	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R1108	HOSUZAWA-WU, KERRY	46.25	46.25	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R1109	ACOSTA, REBECCA	30.02	30.02	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R1110	MYERS, KYLE	37.13	37.13	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R1111	LAKESHORE LEARNING	281.10	281.10	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1112	CC-PURCHASING	641.71	641.71	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
L22R1113	CC-PURCHASING	206.28	206.28	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
L22R1114	ULINE	774.72	774.72	0140155239 4350	Curriculum Development Discret / Materials and Supplies
L22R1115	MORRIS, JOHN	250.00	250.00	1208155101 5805	Preschool Instruction / Consultants
L22R1116	LEARNING A TO Z	1,619.10	1,619.10	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R1117	AMAZON.COM	1,129.11	1,129.11	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
L22R1118	BOOKS EN MORE	1,989.98	1,200.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
			789.98	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
L22R1119	SCHOOL SPECIALTY	722.28	722.28	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R1120	GOPHER SPORT	1,624.51	1,624.51	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr

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L22R1121	S&S WORLDWIDE INC	63.56	63.56	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
L22T0008	CI SOLUTIONS	169.71	169.71	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
L22V0127	B AND H PHOTO VIDEO INC	665.81	665.81	0110320109 6410	Reimburse Nicolas Disc / New Equip Less Than \$10,000
L22V0128	CDW.G	1,663.30	1,663.30	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22V0129	CULVER NEWLIN INC	2,429.22	1,028.74 1,400.48	8152451741 4350 8152451741 6450	Property and Liability / Materials and Supplies Office Property and Liability / Repl Equip Less Than \$10,000
L22V0130	PORTABLE COOLERS SALES AND REN	2,046.17	2,046.17	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
L22V0131	OCAMASTER USE LLC	8,308.94	1,742.65 6,566.29	0140955249 4310 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Instr Info Systems Serv Media DC / New Equip Less Than
L22V0132	MCCOY AND MILLS FORD	27,047.03	27,047.03	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
L22V0133	CC-PURCHASING	2,585.99	2,585.99	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
L22V0134	CC-PURCHASING	2,825.98	2,825.98	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
L22V0135	PIONEER CHEMICAL COMPANY	1,293.16	1,293.16	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
L22V0137	GRAINGER INC, WW	896.48	896.48	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22V0138	TJT SALES	4,616.48	4,616.48	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
L22V0139	GOV CONNECTION	6,314.15	6,314.15	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0140	CC-PURCHASING	661.48	661.48	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22V0141	APPLE COMPUTER INC	2,355.77	520.10 1,835.67	0140955249 4310 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Instr Info Systems Serv Media DC / New Equip Less Than
L22V0142	LAKESHORE LEARNING	611.92	611.92	0111654101 6410	Early Lrning Incl PreSchl Inst / New Equip Less Than
L22V0143	APPLE COMPUTER INC	3,765.89	357.00 3,408.89	0160690371 4350 0160690371 6450	Food Services / Materials and Supplies Office Food Services / Repl Equip Less Than \$10,000
L22V0144	APPLE COMPUTER INC	3,210.97	238.00 2,972.97	0160690371 4350 0160690371 6450	Food Services / Materials and Supplies Office Food Services / Repl Equip Less Than \$10,000
L22V0145	NORTHERN TOOL & EQUIPMENT CO	3,799.99	3,799.99	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/16/2018

FROM 11/17/2017 TO 12/14/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22V0146	APPLE COMPUTER INC	2,913.92	420.97	0152258749 4350	Personnel Commission Discret / Materials and Supplies
			2,492.95	0152258749 6450	Personnel Commission Discret / Repl Equip Less Than
L22V0147	CC-PURCHASING	1,725.77	487.72	0152657719 4350	Superintendent Discret / Materials and Supplies Office
			1,238.05	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
L22V0148	CULVER NEWLIN INC	9,561.78	9,561.78	4067150851 6410	Facilities / New Equip Less Than \$10,000
L22V0149	APPLE COMPUTER INC	4,532.57	1,175.08	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
			3,357.49	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
L22V0150	GST INC	3,187.03	375.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
			2,812.03	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0151	RAPTOR TECHNOLOGIES LLC	1,653.01	1,093.65	8152451741 4350	Property and Liability / Materials and Supplies Office
			559.36	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
L22V0152	RAPTOR TECHNOLOGIES LLC	683.13	149.77	8152451741 4350	Property and Liability / Materials and Supplies Office
			533.36	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
L22V0153	CDW.G	9,983.07	1,978.30	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
			8,004.77	0121225101 6410	Title I Richman Instruction / New Equip Less Than \$10,000
L22V0154	CULVER NEWLIN INC	3,307.45	206.36	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
			3,101.09	0130412109 6410	LCFF Base Instr Commonwealth / New Equip Less Than
L22V0155	CULVER NEWLIN INC	1,785.40	320.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
			1,465.40	0152151749 6450	Personnel Serv Certificated DC / Repl Equip Less Than
L22V0156	GENERAL BINDING CORP	1,863.61	1,863.61	0130425109 6410	LCFF Base Instruction Richman / New Equip Less Than
L22V0157	LOWES HIW INC	920.15	96.94	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
			823.21	0130412109 6410	LCFF Base Instr Commonwealth / New Equip Less Than
L22X0335	ROSSIER PARK SCHOOL	40,000.00	15,000.00	0150454181 5100	Mental Health Support NPA NPS / Subagreements for
			25,000.00	0150454181 5865	Mental Health Support NPA NPS / Nonpublic School
L22X0336	ANAHEIM CITY SCHOOL DISTRICT	136,241.00	136,241.00	0171054921 7141	Excess Costs / Excess Cost to Districts
L22X0337	ANAHEIM UNION HIGH SCHOOL DIST	140,000.00	140,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
L22X0338	CENTRALIA SCHOOL DISTRICT	93,542.70	93,542.70	0171054921 7141	Excess Costs / Excess Cost to Districts

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/16/2018

FROM 11/17/2017 TO 12/14/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22X0339	ROZENBERG MS CCC-SLP, ABBY M	2,070.00	2,070.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
L22X0340	VARKATZAS, MILTOS	29,568.00	29,568.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22X0341	SATELLITE PHONE STORE	300.00	300.00	8152451741 5900	Property and Liability / Communications
L22X0342	SOURCEGRAPHICS	6,000.00	6,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
L22X0343	COSTCO WHOLESALE	1,000.00	1,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22X0344	CHO, SUNGDAE AND SEUNGHYUN	2,000.00	2,000.00	0142054261 5220	Spec Ed Parent Participation / Mileage
L22Y0056	PALFINGER LIFTGATES LLC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0057	FAST DEER BUS CHARTER INC	5,000.00	5,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
L22Y0058	ORANGE UNIFIED SCHOOL DISTRICT	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
	Fund 01 Total:	896,402.86			
	Fund 12 Total:	12,606.30			
	Fund 40 Total:	27,441.83			
	Fund 81 Total:	5,255.16			
	Total Amount of Purchase Orders:	941,706.15			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 01/16/2018

FROM 11/17/2017 TO 12/14/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0352	NASCO WEST INC	97.95	+19.46	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22M0037	DBMC INC	137,445.00	+8,650.00	4064650851 6100	Redevelop Pass Through Admin / Sites and Site Improvements
L22M0104	ARCHITECTURE 9 PLLLP	400.00	-1,400.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22R0503	SCHOOL DATEBOOKS INC	3,086.42	+300.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R0657	GIGAKOM	107,256.18	+551.49	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Office
L22R0768	AMERICAN PRINTING HOUSE FOR	2,703.54	+824.25	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R0825	FULLERTON OBSERVER	256.00	-128.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
L22R0866	READYREFRESH	447.77	+97.55	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R0914	CULVER NEWLIN INC	1,594.70	+116.37	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
L22V0042	CULVER NEWLIN INC	18,304.56	+606.34	8152451741 4350	Property and Liability / Materials and Supplies Office
			-1,917.42	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
L22X0018	SOUTHWEST SCHOOL SUPPLY	2,950.00	+1,000.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22X0019	SOUTHWEST SCHOOL SUPPLY	17,000.00	+7,000.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22X0043	COSTCO WHOLESALE	1,000.00	+500.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22X0088	HOME DEPOT, THE	1,050.00	+300.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22X0090	GROUP VERTICAL LLC	40,000.00	+10,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22X0102	TIME WARNER CABLE LLC	281,000.00	+25,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
L22X0145	VERIZON WIRELESS	1,800.00	+950.00	0152055779 5900	Education Services Discret / Communications
L22X0228	SOUTHWEST SCHOOL SUPPLY	2,700.00	+1,500.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
L22X0248	COSTCO WHOLESALE	2,000.00	+1,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
L22X0268	SMART AND FINAL STORES CORPORA	4,000.00	+2,000.00	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
L22X0280	DEELITE DISTRIBUTION	3,500.00	+2,000.00	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
L22X0324	MARSA MILLER CONSULTING INC.	49,290.00	+14,440.00	0156556369 5805	Home to Sch Transportation DC / Consultants
L22X0329	SOUTHWEST SCHOOL SUPPLY	900.00	+400.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 01/16/2018

FROM 11/17/2017 TO 12/14/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22X0334	SATELLITE PHONE STORE	6,034.00	+4,525.50	8152451741 5900	Property and Liability / Communications
L22Y0002	A-Z BUS SALES	16,500.00	+1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Z0039	EWING IRRIGATION PRODUCTS	15,000.00	+5,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
	Fund 01 Total:		72,971.12		
	Fund 40 Total:		8,650.00		
	Fund 81 Total:		3,214.42		
	Total Amount of Change Orders:		84,835.54		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

01/16/2018

FROM 11/17/2017 TO 12/14/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0026	CALIFORNIA LATINO SCHOOL BOARD	450.00	450.00	0152557709 5210	Board Discret / Conferences and Meetings
L22D0255	INTERNATIONAL INSTITUTE FOR RE	23.56	23.56	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22D0375	LEG GODT	5,000.00	5,000.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R0835	CC-PURCHASING	300.95	300.95	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies
L22V0078	EDUCATION PRODUCTS AND SERVICE	1,481.44	915.57 565.87	0130423109 4310 0130423109 6410	LCFF Base Instruction Parks / Materials and Supplies Instr LCFF Base Instruction Parks / New Equip Less Than
L22V0136	MCMASTER CARR SUPPLY COMPANY	4,967.79	4,967.79	0153353859 6410	Maintenance Facilities DC / New Equip Less Than
P22ER089	FAST DEER BUS CHARTER INC	5,000.00	5,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
P22ER090	ORANGE UNIFIED SCHOOL DISTRICT	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
P22ER091	CI SOLUTIONS	169.71	169.71	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
Fund 01 Total:		47,393.45			
Total Amount of Purchase Orders:		47,393.45			

Addendum to:

Purchase Orders Report
Board of Trustees Meeting 01/16/2018

Purchase order numbers **L22R0889** and **L22R0907** appear on the Purchase Order Detail Report for this reporting period although the approval of both purchase orders was given during the reporting period for the 12/05/2017 Board report. These two purchase orders should have been included in the previously-issued report but were delayed in order to clarify the content of the orders.

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 200397 THROUGH 200419 FOR THE 2017/2018 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated November 17, 2017, through December 14, 2017, contains purchase orders numbered 200397 through 200419 for the 2017/2018 school year totaling \$325,308.46.

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/Ratify Nutrition Services purchase orders numbered 200397 through 200419 for the 2017/2018 school year.

RC:MB:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
11-17-17 through 12-14-17

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
11/17/2017	Hollandia Dairy	200397	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200398	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200399	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200400	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200401	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200402	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200403	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200404	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200405	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200406	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200407	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200408	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200409	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200410	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200411	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200412	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200413	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200414	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200415	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200416	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200417	Dairy Products	6,000.00
11/17/2017	Hollandia Dairy	200418	Dairy Products	10,000.00
11/17/2017	Hollandia Dairy	200419	Dairy Products	2,000.00
	TOTAL OPEN PURCHASE ORDERS			138,000.00
	Total OPEN Purchase Orders (from this page & page 2)			\$ 242,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			83,308.46
	TOTAL PURCHASE ORDERS			\$ 325,308.46

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 113060 THROUGH 113572 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 113060 through 113572 for the 2017/2018 school year totaling \$3,034,319.01. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$2,907,409.49
12 Child Development	19,020.25
21 Building Fund	40,284.35
25 Capital Facilities	15,134.59
40 Special Reserve	7,239.14
68 Workers' Compensation	40,454.10
81 Property/Liability Insurance	<u>4,777.09</u>
Total	\$3,034,319.01

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 113060 through 113572 for the 2017/2018 school year.

RC:MG:gs

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 12506 THROUGH 12551 FOR THE 2017/2018 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 12506 through 12551 for the 2017/2018 school year. The total amount presented for approval is \$248,208.37.

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 12506 through 12551 for the 2017/2018 school year.

RC:MB:tg

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 2 (OCTOBER 1, 2017 – DECEMBER 31, 2017)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2017 – December 31, 2017).

CH:nm
 Attachment



2017-18 Quarterly Report Williams Legislation Uniform Complaints

District: Fullerton School District

District Contact: Nina Mota

Title: Administrative Secretary

- Quarter #1 July 1 - September 30, 2017 **Report due by October 27, 2017**
- Quarter #2 October 1 - December 31, 2017 **Report due by January 26, 2018**
- Quarter #3 January 1 - March 31, 2018 **Report due by April 27, 2018**
- Quarter #4 April 1 - June 30, 2018 **Report due by July 27, 2018**

Check the box that applies:

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

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

Name of Superintendent: Robert Pletka, Ed.D.

Signature of Superintendent: _____ Date: _____

Please submit to:

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

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY RESOLUTION #17/18-18 RECOGNIZING JANUARY 15, 2018 AS DR. MARTIN LUTHER KING, JR. DAY

Background: Dr. Martin Luther King, Jr. played an important role in the history of the civil rights and peace movement in the United States. He dedicated his life to the fight for full citizenship rights for the poor, disadvantaged, and racially oppressed in the United States and throughout his too-brief life, this youngest recipient of the Nobel Peace Prize sought to redress the inequities in a society which had kept many of its citizens from entering the mainstream of American life. Dr. King's firm commitment to nonviolent civil disobedience marshalled unprecedented numbers of Americans to band together to peacefully demonstrate and focus this nation's attention on economic and social discrimination.

Dr. King is a remarkable example of dignity and integrity as a fighter for freedom and justice. He serves as a role model for all students through his determination to improve society as a whole and conditions for the poor, disadvantaged, and racially oppressed in particular.

Rationale: Contributions to the betterment of society made by Dr. King serve as reminders that one person dedicated to the goal of equity and justice for all people can indeed make a difference.

Funding: N/A.

Recommendation: Approve/Ratify Resolution #17/18-18 recognizing January 15, 2018 as Dr. Martin Luther King, Jr. Day.

CH:nm
Attachment

BOARD RESOLUTION #17/18-18

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS Dr. Martin Luther King, Jr. played an important role in the history of the civil rights and peace movement in the United States; and

WHEREAS Dr. King was a man of impressive moral presence who devoted his life to the fight for full citizenship rights for the poor, disadvantaged, and racially oppressed in the United States; and **WHEREAS**, throughout his too-brief life, this youngest recipient of the Nobel Peace Prize sought to redress the inequities in a society which had kept many of its citizens from entering the mainstream of American life; and;

WHEREAS Dr. King's firm commitment to nonviolent civil disobedience marshaled unprecedented numbers of Americans to band together to peacefully demonstrate and focus this nation's attention on economic and social discrimination; and

WHEREAS contributions to the betterment of society made by Dr. King. serve as reminders that one person dedicated to the goal of equity and justice for all people can indeed make a difference; and

WHEREAS Dr. King is a remarkable example of dignity and integrity as a fighter for freedom and justice; and

WHEREAS Dr. King serves as a role model for all students through his determination to improve society as a whole and conditions for the poor, disadvantaged, and racially oppressed in particular.

NOW THEREFORE, BE IT RESOLVED THAT:

The Fullerton School District Board of Trustees recognizes January 15, 2018, as the day to honor this great American leader and encourages students, parents, teachers, other staff members, and the Fullerton community to acknowledge his accomplishments through appropriate activities commemorating the civil rights movement in the United States. Adopted and approved by the Fullerton School District Board of Trustees at the regular meeting held on the 16th day of January 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR. ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 16th of January, 2018, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2018.

Secretary of the Board

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORTS

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on December 11, 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: 12/11/2017
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/16/2018**

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: 12/11/2017
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/16/2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Fickes	Rose	Clerical Assistant/sub	Add substitute classification	10/30/17	99		100	B17/1
Trujillo Sanchez	Lizbeth	Social Service Assistant	Administrative and Related Class Transfer from Clerical Assistant II/BB (range 20) to Social Service Assistant (range 17); Y-Rate compensation at range 20	10/30/17	12	3.75	212	B20/4
Employee ID	5316	Instr. Asst./Recreation	CFRA from 10/17/17 through 11/2/17	10/17/17	18	18.75/wk	100	B11/6
Employee ID	6478	School Office Manager	CFRA from 12/11/17 through 12/21/17	12/11/17	23	8.00	403	B25/3
Gallegos	Lilia I.	Playground Supervisor/sub	Change from regular to substitute	10/16/17	28		100	B11/1
Cabrera Monterroso	Debora C.	Playground Supervisor	Change from substitute to regular	11/8/17	10	5.80/wk	100	B11/1
Rangel	Frank	Transporter	Extra summer work NTE 134 hours through 8/11/17	7/18/17	50	134.00	531	B20/6
Employee ID	5389	Instr. Asst./Technology	FMLA/CFRA from 11/27/17 through 12/1/17	11/27/17	59	8.00	409	B21/5
Gomez	Patricia	Health Assistant	Hire probationary status	11/30/17	26	3.75	402	B17/1
Cruz	Michelle M.	Instr. Asst./Recreation	Hire probationary status	11/1/17	60	19.75/wk	329	B11/1
Serna	Raquel	Instr. Asst./Recreation	Hire probationary status	11/7/17	60	18.00/wk	329	B11/1
Puckett	Kellen C.	Instr. Asst./Recreation	Hire probationary status	11/9/17	30	18.75/wk	100	B11/1
Mercado	Vanessa C.	Instr. Asst./Recreation	Hire probationary status	11/27/17	60	18.00/wk	329	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Smith	Ethan H.	Instr. Asst./Recreation	Hire probationary status	11/27/17	60	19.75/wk	329	B11/1
Hahm	Sam Y.	Instr. Asst./Special Ed I	Hire probationary status	11/6/17	20	3.00	130	B14/1
McCoy	Dayana M.	Instr. Asst./Special Ed I	Hire probationary status	11/7/17	20	6.00	122	B14/1
Alvarado Cortes	Luis A.	Instr. Asst./Special Ed I	Hire probationary status	11/28/17	12	3.00	122	B14/1
Illingworth	Shannon T.	Supervisor of Nutrition Services	Hire probationary status	9/14/17	90	8.00	606	M10/1
Vartanyan	Jessica	Mental Health Therapist Intern	Hire regular status	9/5/17	28	24.00/wk	212/504	\$18.00/hr
Davis	Daniella A.	Mental Health Therapist Intern	Hire regular status	10/31/17	24	24.00/wk	302	\$18.00/hr
Callanan	Kathleen E.	Clerical Assistant I/sub	Hire substitute status	11/13/17	99		100	B17/1
Gonzalez	Ana C.	Clerical Assistant I/sub	Hire substitute status	11/16/17	99		100	B17/1
Zalasar	Jorge A.	Custodian I/sub	Hire substitute status	11/8/17	53		542	B17/1
Miramontes	Luis	Custodian I/sub	Hire substitute status	11/13/17	53		542	B17/1
Diaz	Anthony S.	Custodian I/sub	Hire substitute status	11/27/17	53		542	B17/1
Macias	Miguel	Custodian I/sub	Hire substitute status	11/29/17	53		542	B17/1
Choi	Diane B.	Food Service Assistant I/sub	Hire substitute status	11/27/17	90		606	B08/1
Davis	Matthew J.	Instr. Asst./Recreation/sub	Hire substitute status	10/16/17	99		100	B11/1
Perez	Angelica C.	Instr. Asst./Recreation/sub	Hire substitute status	11/2/17	19		100	B11/1
Kelterborn	Brooke T.	Instr. Asst./Regular/sub	Hire substitute status	11/13/17	99		100	B11/1
Silva	Nina C.	Instr. Asst./Special Ed I/sub	Hire substitute status	11/13/17	99		100	B11/1
Tlaseca Tapia	Vianney	Instr. Asst./Special Ed I/sub	Hire substitute status	11/13/17	99		100	B14/1
Hughes	Doris A.	Instr. Asst./Special Ed I/sub	Hire substitute status	11/16/17	54		121	B11/1
Romo	Maria Elena	Playground Supervisor/sub	Hire substitute status	11/13/17	99		100	B11/1
Solorzano	Beatriz	Playground Supervisor/sub	Hire substitute status	11/13/17	12		100	B11/1
Carrillo	Guillermina	Playground Supervisor/sub	Hire substitute status	11/27/17	99		100	B11/1
Lebs	Jody A.	Playground Supervisor/sub	Hire substitute status	11/27/17	99		100	B11/1
Foscante- Gwatney	Aimee R.	Speech and Language Pathology Assistant	Increase hours from 3.75/day to 6.00/day	1/9/18	21	6.00	141	B21/2
Employee ID	4178	Instr. Asst./Special Ed II B	PDL from 11/27/17 through 12/21/17	11/27/17	15	6.00	242	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	5913	Instr. Asst./Special Ed I	PDL from 11/6/17 through 12/15/17	11/6/17	10	6.00	242	B14/4
Puckett	Kellen C.	Instr. Asst./Recreation	Probationary resignation	11/27/17	30	18.75/wk	100	B11/1
McAdam	Michael S.	Director of Purchasing, Warehouse and Transportation	Promotion from Supervisor of Purchasing and Warehouse	12/5/17	50	8.00	531	M21/1
Fregoso	Ernest Jr.	Stock Clerk/Transporter	Promotion from Transporter/Custodian	11/22/17	50	8.00	531	B22/6
Monh	Linda	Instr. Asst./Special Ed I	Resignation	11/29/17	22	3.00	122	B14/6
Gaylord	Melody	Instr. Asst./Technology	Resignation	11/24/17	59	20.00/wk	409	B21/6
Avalos	Richard	AVID Tutor	Separation	10/27/17	20	9.75/wk	212	\$10.50/hr
Sanchez	Peggy Ann	Clerical Assistant I/sub	Separation	11/2/17	99		100	B17/1
Petersen	Theresa A.	Health Assistant/sub	Separation	11/1/17	99		100	B17/1
Silva	Candice J.	Instr. Asst./Special Ed I/sub	Separation	11/2/17	99		121	B11/1
Gallegos	Lilia	Playground Supervisor	Separation	10/23/17	28		100	B11/1
Villarreal	Sabrina L.	Playground Supervisor/sub	Separation	11/2/17	20		302	B11/1
Alba	Jaime B.	Custodian I	Service retirement	12/18/17	17	8.00	542	B17/6
Morad	Patricia L.	Instr. Asst./Recreation	Service retirement	12/29/17	60	17.50/wk	085	B11/6
Ruzzi	Doris	Instr. Asst./Special Ed I	Service retirement	12/29/17	17	6.00	130	B14/6
Cochran	Wendy G.	Speech and Language Pathology Assistant	Service retirement	12/28/17	21	6.50	141	B21/6
Duque	Yasmin	Administrative Secretary	Step Increase	12/1/17	58	8.00	522	M03/2
Arechiga	Gina	Bus Driver	Step Increase	12/1/17	56	25.00/wk	565	B21/3
Napoles	Robert	Custodian I	Step Increase	12/1/17	28	8.00	542	B17/3
Sotelo	Jose	Custodian II	Step Increase	12/1/17	20	8.00	542	B24/6
Osornio	Isabel	Health Assistant/BB	Step Increase	12/1/17	19	3.75	402	B18/4
Do	Shirley	Instr. Asst./Recreation	Step Increase	12/1/17	60	19.75/wk	329	B11/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Jiao	Rachelle	Instr. Asst./Recreation	Step Increase	12/1/17	60	19.50/wk	085	B11/2
Ossiginac	Daniel	Instr. Asst./Recreation	Step Increase	12/1/17	60	19.50/wk	085	B11/3
Prudencio	Jennifer	Instr. Asst./Recreation	Step Increase	12/1/17	60	19.50/wk	085	B11/4
Hull	Maira	Instr. Asst./Regular	Step Increase	12/1/17	29	3.75	212	B11/5
Soria	Jessica	Instr. Asst./Regular	Step Increase	12/1/17	19	3.00	100	B11/2
Hernandez	Vivian	Instr. Asst./Special Ed I	Step Increase	12/1/17	20	3.00	122	B14/2
Jauregui	Melissa	Instr. Asst./Special Ed I	Step Increase	12/1/17	24	3.75	130	B14/2
Rueckert	Eloana	Instr. Asst./Special Ed I	Step Increase	12/1/17	21	3.00	122	B14/2
Venegas	Diana	Instr. Asst./Special Ed I	Step Increase	12/1/17	29	6.00	242	B14/5
Fischer	Maria	Instr. Asst./Special Ed II B	Step Increase	12/1/17	15	6.00	121	B14/6
Hamill	James	Instr. Asst./Special Ed II B	Step Increase	12/1/17	13	6.00	122	B14/2
Monterey	Elizabeth	Instr. Asst./Special Ed II B	Step Increase	12/1/17	29	6.00	127	B14/5
Sem	Rosanne	Instr. Asst./Special Ed II B	Step Increase	12/1/17	12	6.00	130	B14/3
Wert	Holly	Instr. Asst./Special Ed II B	Step Increase	12/1/17	15	6.00	121	B14/5
Lara	George	Technical Support Spec. I	Step Increase	12/1/17	55	8.00	302	B26/3
Sato	Aleda B.	Account Clerk II	Temporary additional hours	12/22/17	50	8.00	530	B24/6
Del Rosario	Jessica C.	Computer Technician I	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B30/1
Kobayashi	Kevin	Computer Technician I	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B30/4
Ramirez	Jose E.	Computer Technician I	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	30.00/wk	409	B30/4
Webb	Brooke E.	Computer Technician I	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	30.00/wk	409	B30/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Biddle	Ryan D.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	30.00/wk	409	B21/3
Chon	Hanna S.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B21/5
Churchwell	Jennifer M.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	20.00/wk	409	B21/3
Contreras	Carolina S.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B21/5
Harris	Heidi	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	20.00/wk	409	B21/6
Koeul	Christina	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B21/5
Lejano	Maria L.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	20.00/wk	409	B21/3
Malazarte	Christine M.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B21/1
McDonald	Laura M.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B21/1
Rashid	Zehra	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	20.00/wk	409	B21/6
Reese	Mary	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	20.00/wk	409	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Weatrowski	Rebecca M.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	30.00/wk	409	B21/5
Williamson	Sherrie A.	Instr. Asst./Technology	Temporary additional hours NTE 24.00 hours through 11/22/17	11/20/17	59	8.00	409	B21/6
Hammouri	Hana J.	Food Service Assistant I	Temporary additional hours of 1.40/day through 9/15/17	8/15/17	90	1.00	606	B08/6
Rueckert	Eloana L.	Instr. Asst./Special Ed I	Temporary additional hours of 3.00/day through 12/21/17	10/30/17	21	3.00	122	B14/1
Sukhadia	Jayantika V.	Food Service Assistant I	Temporary additional hours of 3.50/day through 12/18/17	8/14/17	90	3.80	606	B08/6
Stenos	Evangelina L.	Food Service Assistant I	Temporary additional hours of 3.50/day through 12/18/17	8/14/17	90	2.50	606	B08/5
Romo	Hugo E.	Custodian I	Temporary additional hours of 3.75/day through 8/11/17	7/12/17	53	3.75	542	B17/6
Lu	Angela C.	Account Clerk I	Temporary additional hours of 8.00/day through 11/20/17	11/20/17	90	8.00	606	B20/1
Employee ID	7010	Health Assistant/BB	Termination on probation	11/7/17	25	3.75	402	B18/1
Hoffa	Jeanne	Instr. Asst./Recreation	Transfer from Fern Drive ASP to Sunset Lane ASP	10/16/17	60	19.75/wk	085	B11/5
Hatcher	Diane L.	Instr. Asst./Special Ed I	Transfer from Nicolas Jr. High to Parks Jr. High	11/8/17	23	6.00	122	B14/5
Bachman	Jaime L.	Instr. Asst./Special Ed I	Transfer from Pacific Drive to Richman	8/14/17	25	6.00	122	B14/4

CONSENT ITEM

DATE: January 16, 2018

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 ADOPTION OF MCGRAW-HILL'S *STUDY SYNC* FOR 6th GRADE AND MCGRAW-HILL'S *WONDERS* FOR GRADES TRANSITIONAL KINDERGARTEN (TK) – 5th GRADE TO SUPPORT IMPLEMENTATION OF THE CALIFORNIA STATE STANDARDS (CSS)**

Background: In November 2015, the California State Board of Education approved the English Language Arts/English Development instructional materials that support the implementation of California State Standards (CSS). Beginning in August 2017, approximately 30 teachers began piloting the TK-6th Grade English Language Arts/English Language Development materials from two different vendors. Teachers met to discuss each program's features such as lesson pacing, alignment to standards, assessment, and online access. A survey was conducted in November to determine which English Language Arts/English Development program teachers would prefer to fully implement in 2018/2019, McGraw-Hill's *Study Sync* was selected for Grade 6 and McGraw-Hill's *World of Wonders* for Grade TK, and McGraw-Hill's *California Wonders* for Grades 1-5. Fullerton School District (FSD) will purchase the premium 8-year package that includes both digital and hard copy components for teachers and students.

Rationale: Our current English Language Arts/English Development program is not aligned to CSS and FSD teachers have had to supplement with additional resources. Adopting a new ELA/ELD program that is CSS aligned will provide all teachers with access to all components and will provide consistency within FSD for lesson planning, lesson pacing and student assessments.

Funding: The estimated cost is \$2,400,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve adoption of McGraw-Hill's *Study Sync* for 6th grade and McGraw-Hill's *Wonders* for grades transitional kindergarten (TK) – 5th grade to support implementation of the California State Standards (CSS).

EF:TL:ts

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 17/18-B017 THROUGH 17/18-B019 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-B017 through 17/18-B019 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 income in the amount of \$467,016 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	-\$2,794,179
8021	Homeowners’ Exemption	-7,774
8022	Timber Yield Tax	-1
8041	Secured Rolls Tax	1,658,943
8042	Unsecured Roll Taxes	-26,134
8043	Prior Years’ Taxes	37,728
8044	Supplemental Taxes	253,702
8045	Education Revenue Augmentation Fund (ERAF)	472,544
8047	Community Redevelopment Funds	312,730
8550	Mandated Cost Reimbursements	1,944,099
8560	State Lottery Revenue	70,048
8980	Contributions from Unrestricted Revenues	-1,454,690
	Total:	<u>\$467,016</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$4,629
2000	Classified Salaries	-17,536
3000	Employee Benefits	-3,175
4000	Books and Supplies	-800,651
5000	Services & Other Operating Expenses	-50,132
7000	Other Outgo	-29,008
9789	Designated for Economic Uncertainties	1,362,889
	Total:	<u>\$467,016</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for one-time Mandated Cost reimbursements, adjustments to property tax and State revenue for the Local Control Funding Formula (LCFF), and includes the remaining budget adjustments in the First Interim Financial Report presented at the December 5, 2017 Board Meeting. It also includes an increase in contributions to restricted programs for Restricted Routine Maintenance and Special Education funding, adjustments to non-Proposition 20 lottery and block grants, 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 \$1,780,704 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$28,241
8560	State Lottery Revenue	68,825
8699	All Other Local Revenue	99,683
8792	Transfers of Apportionments from County Offices	129,265
8980	Contributions from Unrestricted Revenues	1,454,690
	Total:	<u>\$1,780,704</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$8,995
2000	Classified Salaries	72,741
3000	Employee Benefits	23,571
4000	Books and Supplies	7,765
5000	Services & Other Operating Expenses	1,930,172
6000	Capital Outlay	-47,804
7000	Other Outgo	1,309
9789	Designated for Economic Uncertainties	-216,045
	Total:	<u>\$1,780,704</u>

Explanation: This Resolution reflects an increase in contributions and funding to restricted programs for Restricted Routine Maintenance and Special Education. It also includes an increase to revenue and expenditures for donations from various school sites, PTAs, and foundations; an adjustment to Proposition 20 Lottery; and an increase to the Limited English Program (LEP). The remaining budget adjustments in the First Interim Financial Report presented at the December 5, 2017 Board Meeting are also included, in addition to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$235,937 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$235,937
Total:		\$235,937

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	\$6,000
2000	Classified Salaries	30,000
3000	Employee Benefits	3,600
4000	Books and Supplies	181,752
5000	Services & Other Operating Expenses	3,650
7000	Other Outgo	10,935
Total:		\$235,937

Explanation: This Resolution reflects an increase in revenue and expenditures for State Preschool and adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1114 FOR THE 2017/2018 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1114 for the 2017/2018 school year. The total amount presented for approval is \$1,427.77.

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

01	General Fund	<u>\$1,427.77</u>
	Total	\$1,427.77

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

Funding: Funding is taken from District 40, General Fund.

Recommendation: Approve/Ratify warrant number 1114 for the 2017/2018 school year (District 40, Van Daele).

RC:MG:gs

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1187 FOR THE 2017/2018 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants number 1187 for the 2017/2018 school year. The total amount presented for approval is \$1,878.39.

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

01	General Fund	<u>\$1,878.39</u>
	Total	\$1,878.39

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

Funding: Funding is taken from District 48, General Fund.

Recommendation: Approve/Ratify warrant number 1187 for the 2017/2018 school year (District 48, Amerige Heights).

RC:MG:gs

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: **APPROVE CONTRACT WITH DEMSEY FILLIGER & ASSOCIATES TO CONDUCT A RETIREE BENEFITS STUDY IN ACCORDANCE WITH GASB 75**

Background: The District provides medical, dental, and vision benefits to certain retirees and their dependents who meet eligibility requirements as defined in the District's employee association contracts and Board policy. Governmental Accounting Standards Board (GASB) Statement No. 75 requires that the District calculate and record the estimated long-term liability related to these future benefits.

Rationale: GASB 75 requires that the District conduct an actuarial study each year to determine its liability for future retiree benefits. District knowledge of the current projected unfunded liability will provide information to plan for future funding needs and manage future obligations and plan benefits.

Funding: Cost is not to exceed \$5,500 from the General Fund.

Recommendation: Approve contract with Demsey Filliger & Associates to conduct a retiree benefits study in accordance with GASB 75.

RC:RG:gs
Attachment



December 14, 2017

Robert R. Coghlan, Ph.D.
Assistant Superintendent
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

Re: GASB 75 Valuation for Fullerton School District (“District”)

Dear Dr. Coghlan:

Thank you very much for your request that we submit a proposal to provide actuarial services to the District. This letter is in response to your request.

Background

The District provides postretirement health coverage on behalf of its eligible retirees. The District had 1,070 active employees and 100 retirees included in the 2015 valuation.

Upon retirement from the District after satisfaction of the age and service requirements for retirement, the District pays medical and dental insurance premiums for Classified, Certificated and management retirees until age 65, subject to limits that vary based on bargaining unit and years of service at retirement. (The District pays for vision insurance for Classified and management retirees.) These provisions are according to the most recent actuarial valuation of the District's retiree health plan in 2015.

In 2004, the Government Accounting Standards Board (GASB) issued its final accrual accounting statement regarding postemployment benefits other than pensions (GASB 45). GASB has issued Statement No. 75 (GASB 75), which replaces GASB 45 for fiscal years beginning after June 15, 2017. The District's most recent GASB 45 actuarial valuation was as of July 1, 2015, and the District now wishes to obtain a biennial update of the valuation as of July 1, 2017, as required by GASB 75.

Furthermore, if the District decides to establish, or participate in, a trust to pre-fund future benefits for its retirees, the trust will be subject to GASB 43, pertaining to disclosures of trust funds for retiree health and other postemployment benefits (OPEB).

The proposed actuarial report would satisfy both requirements.

Scope of Report

Demsey, Filliger & Associates (DF&A) will provide Fullerton School District with an actuarial report as of July 1, 2017, setting forth all District liabilities of the postretirement health benefit program, including a projection of District expenditures under the plan. Our report will contain the following information:

- Disclosure of the postretirement benefit obligations and components of expense in accordance with the Statement No. 75 of the Governmental Accounting Standards Board for fiscal year beginning July 1, 2017.
- Recommended level annual funding amounts, to pre-fund the obligations as a percent of covered employee payroll;
- Reconciliation of Total OPEB Liability with the prior actuarial report;
- Roll-forward of Net OPEB Liability to June 30, 2017;
- Summary of plan provisions, actuarial assumptions, and certification.

In addition to the report, we provide ongoing assistance in the preparation or review of GASB 75 (OPEB) footnote disclosures at the time the District prepares its financial statements.

Fees and Project Team

Our flat fee for the services listed above (including telephone support to explain and discuss the report) will be \$5,500, and is all-inclusive based on the scope of the project outlined above. No other expenses would be charged to the project. The \$5,500 assumes that an on-site presentation of the report will not be required; an on-site presentation is not anticipated.

We would be able to deliver our report within 4 to 6 weeks of receiving valid data.

A project team headed by Carlos Diaz, ASA, will be responsible for performing the requested services. Exhibit I, attached, contains brief professional biographies of Mr. Diaz and actuarial assistant Katie Barger.

About Demsey, Filliger & Associates

With headquarters in Laguna Niguel, California, Demsey, Filliger & Associates specializes in the delivery of quality group actuarial services to a wide range of clients, with a concentration in the public sector, including California school districts. A list of references is attached in Exhibit II - please feel free to contact any of the names on the list. We invite you to visit our website at www.demseyfilliger.com for more information about our firm.

Conclusion

We would be very pleased to be awarded this assignment, and I personally look forward to continuing a long-term consulting relationship with the District. Please feel free to call me at (310) 765-0086 if you have any questions concerning this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carlos Diaz', is centered below the word 'Sincerely,'.

Carlos Diaz, ASA, MAAA, EA
DEMSEY, FILLIGER & ASSOCIATES

Biographies

Carlos Diaz - Actuary

Mr. Diaz joined DF&A in 2017 as a senior actuary specializing in pensions and other employee benefits. He has 29 years of actuarial consulting experience serving as client manager, project manager, and actuary. His experience includes nine years with Foster Higgins and 20 years at Buck Consultants.

Mr. Diaz is an applied mathematics graduate of the University of California, Los Angeles. He is an Associate of the Society of Actuaries (1993), an Enrolled Actuary (1996), and a Member of the American Academy of Actuaries (1998). He has spoken at the Western Pension & Benefits in Los Angeles and Phoenix.

Katie Barger – Actuarial Assistant

Ms. Barger facilitates the data collection and preparation for the valuation process under the guidance of Mr. Filliger. She is a mathematics graduate of the University of California, Davis. Her five years of actuarial experience began in the pension industry working on defined benefit and defined contribution plans for public and private sector clients. Ms. Barger's experience in the public sector includes sixteen years as a high school mathematics teacher. She is pursuing an actuarial career and plans to sit for the first two actuarial exams later this year.

References

Below is a partial list of districts and agencies for which DF&A has performed actuarial and consulting services. Please feel free to contact:

Centralia School District

Contact: Thoraia Soliman, Director of Fiscal Services
(714) 228-3149

Bakersfield City School District

Contact: Sherry Gladin, Director, Fiscal Services
(661) 631-4696

Los Banos Unified School District

Contact: Don Laursen, Director of Fiscal Services
(209) 826-3801 x1017

Bellflower Unified School District

Contact: Thuy Binh, CPA, Chief Business Officer
(562) 866-9011 x 3119

Menifee Union School District

Contact: Pam Lauzon, Assistant Superintendent Business Services
(951) 672-1851

Hanford Elementary School District

Contact: Nancy White, Assistant Superintendent, Fiscal Services
(559) 585-3627

Sierra Sands Unified School District

Contact: Elaine Janson, Chief Financial Officer
(760) 375-1582

Konocti Unified School District

Contact: Laurie Desimone, Director of Accounting
(707) 994-6475 Ext. 100

Mojave Unified School District

Contact: Keith Gainey, Chief Business Official
(661) 824-4001 x224

Keppel Union School District

Contact: Steve Doyle, Superintendent
(661) 944-2155

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Mike McAdam, Supervisor, Purchasing and Warehouse

SUBJECT: **APPROVE THE RENEWAL OF MAGNOLIA SCHOOL DISTRICT'S PIGGYBACKABLE BID NO. MSIT3, #I-23-2014/15, AWARDED TO CDW GOVERNMENT, LLC, FOR THE PURCHASE OF TECHNOLOGY EQUIPMENT AND PERIPHERALS FOR FULLERTON SCHOOL DISTRICT**

Background: In January 2015, the Board approved the District utilization of Magnolia School District's piggybackable Bid No. MSIT3, #I-23-2014/15, to purchase technology equipment such as LCD projectors, document cameras, flat screen televisions, and other various technology equipment. Magnolia School District renewed with CDW Government, LLC, for an additional year. This will be year four of five options to renew at the District's discretion. Staff has reviewed the contract and has determined that it is a cost-effective means of purchasing technology equipment and peripherals.

Public Contract Code section 20118 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another public agency.

Rationale: Per the provisions of Public Contract Code section 20118, the Board of Trustees 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 renewal of Magnolia School District's piggybackable Bid No. MSIT3, #I-23-2014/15, awarded to CDW Government, LLC, for the purchase of technology equipment and peripherals for Fullerton School District.

RC:MM:gs

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Mike McAdam, Supervisor, Purchasing and Warehouse

SUBJECT: **APPROVE AWARD OF CONTRACT TO STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES NO. MNWNC-115: COMPUTER EQUIPMENT (DESKTOPS, LAPTOPS, TABLETS, SERVICES, AND STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES)**

Background: The Western States Contracting Alliance (WSCA-NASPO) Master Price Agreement No. MNWNC-115 to Hewlett-Packard Company and the State of California Participating Addendum No. 7-15-70-34-001 allows for the procurement of computer equipment (desktops, laptops, tablets, servers, and storage including related peripherals and services) and is available to all public agencies. Staff has determined that it is in the best interest of the District to utilize this contract when needed for the purchase of computer equipment (desktops, laptops, tablets, servers, and storage including related peripherals and services) from Broadway Typewriter, Inc., DBA Arey Jones Educational Solutions, authorized participating vendor. This contract is through March 31, 2018, including extensions through March 31, 2020.

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

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

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

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

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

Recommendation: Approve award of contract to State of California Department of General Services No. MNWNC-115: computer equipment (desktops, laptops, tablets, services, and storage including related peripherals and services).

RC:MM:gs

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Mike McAdam, Supervisor, Purchasing and Warehouse

SUBJECT: **AWARD A CONTRACT TO KYA SERVICES PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-17-72-0057B FOR THE PURCHASE OF CARPET RESOURCES**

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

The District's Purchasing Department has considered procurement methods for the purchase of carpet resources 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 4-17-72-0057B. This contract expires on September 24, 2022.

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

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

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

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

Recommendation: Award a contract to KYA Services pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-17-72-0057b for the purchase of carpet resources.

RC:MM:gs

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Miltos Varkatzas, Interim Director, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR DBMC, INC., FOR PARKS JUNIOR HIGH SCHOOL, INTERIM HOUSING DECOMMISSIONING, FSD 16-17-RD-02

Background: On April 25, 2017, the Board of Trustees approved the award of a contract for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02, to DBMC, Inc.

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

Funding: The completed contract amount is \$594,480 from the Deferred Maintenance Fund.

Recommendation: Approve Notice of Completion for DBMC, Inc., for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02.

RC:MV:ys
Attachment

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

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

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6103**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Parks Junior High School, 1710 Rosecrans Ave., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 25th day of April, 2017, which contract was made with DBMC, Inc. as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January, 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the US Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Parks Junior High School, Interim Housing Decommissioning, Bid, FSD-16-17-RD-02.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Miltos Varkatzas, Interim Director, Maintenance and Operations

SUBJECT: **APPROVE AGREEMENT WITH T&B ENGINEERING, INC., FOR STRUCTURAL ENGINEERING SERVICES, INCLUDING PROVIDING A STRUCTURAL ASSESSMENT OF CANOPIES AT RICHMAN AND WOODCREST ELEMENTARY SCHOOLS**

Background: District staff has observed visible structural damage to existing wood canopies at Richman and Woodcrest Elementary Schools.

Rationale: School repair and 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 structural engineers can assist the architect in obtaining necessary approvals of drawings from DSA and submitting structural survey reports and photos necessary to secure approvals.

District staff recommends entering into an agreement with T&B Engineering, Inc., for these services. T&B Engineering, Inc., is a full-service structural engineering firm.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractors Agreement and Exhibit A. 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 the General Fund.

Recommendation: Approve agreement with T&B Engineering, Inc., for structural engineering services, including providing a structural assessment of canopies at Richman and Woodcrest Elementary Schools.

RC:MV:ys
Attachments

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and T & B Engineering, 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 Inspection Services, hereinafter referred to as "Services"
2. Term. Contractor shall commence providing Services under this Agreement on **January 17, 2018**, 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 a total fee not to exceed (See Contractor Rates, Exhibit A) Dollars (\$_____). 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:

Outside services performed by others, and direct expenses incurred on the client's behalf, are charged at 1.0 times the consultant's cost. Such items include but are not limited to outside consultants, specification writers, cost estimators, non-reusable equipment, blueprinting, long distance communications, subsistence, lodging, transportation charges, air travel, auto rental, and freight.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per

occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

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

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

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

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

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

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

Contractor:
T & B Engineering, Inc.
4344 Latham St., Suite #103-224
Rancho Cucamonga, CA 91730
Attn: Mark Ballou, C.F.O.

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 **16th day of January 2018**.

FULLERTON SCHOOL DISTRICT

By: _____
(Signature)

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

(Contractor Name)

By: _____
(Signature)

(Title)

On File
Taxpayer Identification Number

October 31, 2017

Architecture 9 PLLLP

8816 Foothill Boulevard, Suite #103-224
Rancho Cucamonga, CA 91730

Attention: Dan Hensiek

Subject: Proposal for Structural Services
Woodcrest and Richman Elementary – Canopy Assessments
Fullerton, CA

Dear Dan,

Thank you for considering **T & B Engineering, Inc.** for the subject job. We will perform our structural services for **Architecture 9 PLLLP** ("Client") as outlined below:

1.0 SCOPE OF SERVICES:

1.1 Project Description:

The project will consist of providing a structural assessment of canopies at two school facility sites (Woodcrest ES and Richman ES).

Our assessment includes providing a site observation to each school site and observe/document deficiencies of the existing wood canopies. Provide a report with photo's documenting deficiencies and providing recommendations of retrofit.

1.2 Structural Engineering Services:

Our basic services are as outlined:

1.2.1 Structural Assessments

- a) Provide a visit to two sites.
- b) Provide structural report with photo's describing deficiencies and recommendations.

2.0 TERMS AND CONDITIONS

2.1 Work will be performed and payment received in the following phases:

Structural Assessments 100%

All Phases are billed monthly in levels of completion.

Payment is due within ten days of payment to Architecture 9 PLLLP by owner. Account unpaid 30 days after the invoice due date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney fees.

This proposal is valid for sixty days from the date of the proposal.

2.2 Exclusions:

Services not set forth above as basic services in section 1.2 of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the basic services as outlined in section 1.2.

Creating as-builts of existing building framing is not included in the scope of work under this proposal.

2.3 Additional Services:

If revisions are generated by the owner, they will be paid for as additional services in accordance with our current schedule of charges, attached.

Meetings shall be provided per section 1.2.

Additional local meetings beyond those listed in section 1.2 may be provided at an hourly rate in accordance with our current schedule of charges (see attached), with a minimum flat rate of \$500.00 per meeting.

Site visitations shall be provided per section 1.2.

Additional site visitations for clarifications beyond those listed in section 1.2 such as visitations required due to contractor error may be provided at an hourly rate in accordance with our current schedule of charges (see attached), with a minimum flat rate of \$500.00 per visit.

2.4 Print Charges and Reimbursables:

Prints for progress and coordination are reimbursable expenses. Multiple sets and bid sets shall be prepared by others, or shall be considered a reimbursable expense. Standard postal delivery is included. Express mail is a reimbursable expense. See schedule of charges for additional expenses as applicable.

2.5 Limitation of Liability:

It is suggested that the client shall have this limitation of liability clause reviewed by a separate professional/consultant, as well as an attorney.

LIMITATION OF LIABILITY

Client shall, to the fullest extent permitted by law, indemnify and hold harmless T & B Engineering, Inc. and its officers, directors, partners, employees, agents and consultants from and against any claim by any entity or individual and/or liability to any entity or individual arising from or in any way related to the Project and/or this Agreement that exceeds the total compensation amount received by T & B Engineering, Inc. under this Agreement.

2.6 Remodel/Rehabilitation Clause:

Verification of Existing Conditions

In as much as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional.

2.7 Legal Costs for Action:

In the event of any action or proceedings between any of the Parties to this agreement with respect to this Agreement, the non-prevailing party to such action or proceedings shall pay to the prevailing party all costs and expenses, including attorney's fees, incurred in the defense or prosecution thereof by the prevailing party.

3.0 COMPENSATION / CONSIDERATION:

- 3.1** Outlined services will be provided for a proposed lump sum fee of One Thousand Eight Hundred Dollars (\$1,800.00). Structured per 2.1 of terms and conditions.

Should you have any questions, or require additional information, please do not hesitate to contact our office.

Sincerely,

Mark Ballou

Mark Ballou, C.F.O.
T & B Engineering, Inc.

Date: 10/31/2017

Dan Hensiek,
Partner/Operations Director
Architecture 9 PLLLP

Date:



SCHEDULE OF CHARGES FOR
STRUCTURAL ENGINEERING SERVICES

The fees for our services will be based on the schedule of charges as outlined below. All fee quotations are applicable for a period of sixty days from the date of the proposal to which the schedule is attached.

PERSONNEL

Professional:

Structural Designer	\$120.00/Hr
Project Engineer	\$120.00/Hr
Project Manager	\$120.00/Hr
Principal	\$175.00/Hr

Sub-Professional:

Clerical	\$55.00/Hr
Draftsperson	\$70.00/Hr
Structural Draftsperson	\$80.00/Hr
Chief Draftsperson	\$90.00/Hr

These rates apply to regular time and travel time. Travel time shall be charged at an hourly rate per schedule of charges with a minimum of 8 hours travel time per day. Overtime, if required in the interest of the project will be charged at the above rates for professional personnel and at 1.25 times the above rates for sub-professional personnel. Overtime will also apply to time in excess of eight hours per day, and all time on Saturdays, Sundays, and Holidays.

REIMBURSABLE EXPENSES

Outside services performed by others, and direct expenses incurred on the clients behalf, are charged at 1.0 times our cost. Such items include but are not limited to outside consultants, specification writers, cost estimators, non-reusable equipment, blueprinting, long distance communications, subsistence, lodging, transportation charges, air travel, auto rental and freight.

INSURANCE

T & B Engineering, Inc. maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000.00 per occurrence with an annual aggregate limit of \$2,000,000.00 and is subject to limitations, if applicable, as stipulated in the contract or letter of agreement. In the event the client desires additional coverage, we will upon a written request from the client, obtain additional coverage if possible, at the client's expense.



CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Miltos Varkatzas, Interim Director, Maintenance & Operations
SUBJECT: **APPROVE/RATIFY AGREEMENT WITH ARCHITECTURE 9, LLLP, FOR ARCHITECTURAL SERVICES FOR THE NEW SATELLITE ADMINISTRATION BUILDING**

Background: Fullerton School District will require a new administration building in the Transportation area due to aging facilities and access issues related to the Americans with Disabilities Act (ADA). The District requires the services of a licensed architect for the preparation of schematics, renderings, project budgets, schedules, bid documents, specifications, and architectural plans.

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

Rationale: District staff recommends ratifying the agreement with Architecture 9, LLLP, for these services. Architecture 9, LLLP, is a full-service architectural firm specializing in public works.

Funding: Costs will be paid from Developer Fees, District 48 (Amerige Heights), and the General Fund; not to exceed \$10,843.

Recommendation: Approve/Ratify Agreement with Architecture 9, LLLP, for architectural services for the new satellite administration building.

RC:MV:ys

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Miltos Varkatzas, Interim Director, Maintenance & Operations

SUBJECT: **APPROVE AGREEMENT WITH ZIEMBA & PRIETO ARCHITECTS TO PROVIDE PROFESSIONAL SERVICES FOR MAPLE ELEMENTARY SCHOOL'S NEW PLAYGROUND STRUCTURE PROJECT**

Background: The District plans to install a new playground at Maple Elementary School and to upgrade the path of travel to meet ADA compliance laws. The services of the offices for Ziemba & Prieto, which will include a civil engineer, are required.

Rationale: District staff recommends entering into an agreement with Ziemba & Prieto Architects for these services. Ziemba & Prieto Architects is a full-service architectural firm specializing in public works.

Funding: Costs are set at professional hourly rates not to exceed \$19,550, with a fee of reimbursable expenses not to exceed the amount of \$1,955, for a total contract fee of \$21,505. Cost will be paid from the General Fund.

Recommendation: Approve agreement with Ziemba & Prieto architects to provide professional services for Maple Elementary School's new playground structure project.

RC:MV:ys
Attachment



ZIEMBA + PRIETO ARCHITECTS

601 South Glenoaks Blvd. • Suite 400 • Burbank, CA 91502
P: (818) 841-2585 • F: (818) 841-7782 • www.ziembaprietoarch.com

JAN 08 2017

January 5, 2018

REVISED

VIA E-MAIL
(Hard Copy Mailed)

Mr. Neil Ferone
Assistant Director of Maintenance
Grounds and Facility Services
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

**Subject: A/E Services for New Playground,
Rubber Surfacing and Limited
ADA Path of Travel Upgrades at
Maple Elementary School
Fullerton School District
Fullerton, CA 92833
(Z + P No. 171202)**

Dear Mr. Ferone:

Ziemba + Prieto Architects is pleased at the opportunity to provide professional services to Fullerton School District for the above referenced project at Maple Elementary School, located at 244 East Valencia Drive, Fullerton, CA 92832.

PROJECT DESCRIPTION

This agreement is based upon installation of one playground equipment covering an area approximately 30' x 50'. Playground equipment manufacturer to be determined (approved) by District.

BASIC SCOPE OF SERVICES

I. Schematic/Design Development:

1. Site visit with Z+P to become familiar with area of work and scope and field verification of existing visible conditions.
2. Review partial topographic survey provided by District (area of work).
3. Prepare conceptual site plan indicating playground equipment on project site.
4. Make adjustments to design based on District input.
5. Upon written approval from District proceed to task II.

II. Construction Documents:

1. Prepare construction documents indicating site scope of work, ADA path of travel upgrades (as required) and playground layout and details.
2. Z+P Civil Engineer will provide partial grading plan for limited ADA POT modifications as required and verified with Craig Rush at DSA (excludes restroom modifications and parking lot modifications).

3. Review and sign playground plans as provided by manufacturer/distributor.
4. Make minor revisions to plans as required by District.

III. DSA Process:

1. Assist District in obtaining local Fire Department approval.
2. Submit plans to DSA and assist District in obtaining DSA Structural, Fire and Life Safety, and Access Compliance approvals.
3. Provide necessary DSA documentation as required by Title 24 Part 1, California Code of Regulations.

IV. Bidding:

1. Assist District during bidding of the project.
2. Attend pre-bid conference.
3. Respond to RFI's during the bidding process.

V. Construction Administration:

1. Attend Pre-Construction meeting.
2. Approve a qualified Field Inspector as required by Title 24 Part 1 C.C.R. and review his reports. Inspector's cost to be borne by the School District.
3. Provide limited field visits/observation as required for general conformance with the contract documents (maximum of 8 visits).
4. Review and respond to RFIs.
5. Review shop drawing and submittals for general conformance with contract documents.
6. Review and comment on contractor Change Order Requests if applicable.
7. Issue Construction Change Documents (CCDs) if required.
8. Review and sign pay applications.
9. Prepare final punch list and verify with District representative completion.

VI. Project Close Out:

1. Request and review close out documents.
2. Review final pay application.
3. Provide District copies of above documents.
4. Upload necessary documents to DSA Box.

SERVICES NOT INCLUDED

1. Inspections, testing, hydrant flow tests, independent testing laboratories or agencies as required by governing codes or laws.
2. Sub-surface soils investigation.
3. Topographic survey plans (direct contract with District).
4. Plan check and permit fees as required by applicable agencies.
5. Local Fire Department site access modifications, if required.
6. ADA upgrades to restrooms and parking lot if required by DSA (per discussion with Craig Rush this work will not be required).
7. Work resulting from changes by the owner, which affect portions of the final contract document preparation phase where the design is complete.

8. Offsite permits/work if required.

PROJECT TEAM

Ziemba + Prieto Architects team will consist of the following engineers and consultants:

1. Civil Engineer: Saxon Engineering

COMPENSATION

At this time, based on information provided by the District, we have estimated the construction costs at \$189,100.00. Ziemba + Prieto Architects agrees to perform the above services for a fixed fee in the amount of NINETEEN THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS (\$19,550.00), payable in monthly increments as billed by Z+P based on the following schedule:

Schematic/Design Development:	25%
Construction Documents:	45%
D.S.A. Approval:	5%
Bidding:	5%
Construction Administration:	20%
Total:	100%

All printing and duplication costs will be billed at cost with a 15% service charge. Reimbursable expenses are anticipated not to exceed the amount of ONE THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS (\$1,955.00).

Any extra services will be charged per our approved hourly rates. Any substantial changes in scope of work after the construction documents have been started will be subject to fee negotiation by the District and Z+P. Preparation of CCDs due to unforeseen Change Orders required by field conditions, District or Contractor will be charged per our approved hourly rates. Provisions of our Master Contract with the District are part of this agreement. If this proposal meets your approval, please sign indicating acceptance and return one copy to our office at your earliest convenience.

Sincerely,

ZIEMBA + PRIETO ARCHITECTS



Jorge F. Prieto, AIA
President

Cc: Contract File
Miltos Varkatzas (School Facilities Support) via E-mail

ACCEPTED BY FULLERTON SCHOOL DISTRICT

Neil Ferone

Name (Printed)

Name (Signature)

Assistant Director

Title

1/8/18

Date

JAN 08 2017

MAPLE ES PLAYGROUND EQUIPMENT COST ESTIMATE

	QTY	UNIT	UNIT COST	ESTIMATED COST
GENERAL CONTRACTOR GENERAL CONDITIONS/MOBILIZATION AND SUPERVISION				
GENERAL CONDITIONS	10%			14,320
BONDS/INSURANCE	2%			2,864
CONTRACTORS FEE	8%			11,456
SUBTOTAL				28,640
DEMOLITION				
Remove & dispose of playground equipment/footings	1	LS	3500	3,500
Remove and dispose of playground surface (sand)	1	LS	3000	3,000
Remove and dispose of concrete paving (pending survey for verification)	1	LS	4500	4,500
DEMOLITION TOTAL				11,000
NEW CONSTRUCTION				
Survey	1	LS	1500	1,500
Errrosion Control	1	LS	2000	2,000
Grade playground area for new surface	1	LS	5000	5,000
Soil sterilization	1	LS	1200	1,200
4" aggregate base/compact	1	LS	5000	5,000
6" curd flush transition at playground area	200	LF	30	6,000
Rubber safety surface	2000	SF	14	28,000
Playground equipment - (Kindergarten) TBD	1	LS	45,000	45,000
Playground Equipment installation (will vary depending on equipment)	1	LS	35,000	35,000
POT concrete paving replacement	1100	SF	12	13,200
Miscellaneous	1	LS	5000	5,000
NEW CONSTRUCTION COSTS				132,200
TOTAL				143,200
CONTRACTORS FEES				28,640
CONTINGENCY (10%)				17,184
TOTAL CONSTRUCTION COSTS				189,024

Note:

This preliminary cost estimate is based upon cost figures available at the time of the estimate, the preliminary scope of work established by the District and information obtained from prior projects. Actual construction costs may vary from the estimate. Construction costs are subject to change. Estimate does not include soft costs

CONSENT ITEM

DATE: January 16, 2018

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 FACILITIES CONSULTANT, EFFECTIVE FEBRUARY 1, 2018, THROUGH JUNE 30, 2018**

Background: Fullerton School District is in need of temporary services to assist our Facilities 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 Facilities Consultant 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 45 hours per month over 5 months, not to exceed \$37,800, to be paid from the General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas as Facilities Consultant, effective February 1, 2018, through June 30, 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 a Facilities Consultant**, hereinafter referred to as “Services.”
2. Term. Contractor shall commence providing Services under this Agreement on **February 1, 2018**, 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 a total fee not to exceed **Thirty Seven Thousand Eight Hundred dollars (\$37,800), at an hourly rate of \$168 for 5 months of work**. 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.
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, at any time, with or without reason, terminate this Agreement upon providing thirty (30) days written notice to Contractor. Written notice by District shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

Contractor may, at any time, with or without reason, terminate this Agreement upon providing thirty (30) days written notice to District. Written notice by Contractor shall be deemed given when received by the District or no later than three (3) 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. Pursuant to Section 10, Contractor agrees to carry comprehensive general and automobile liability insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than thirty (30) days from the execution of this Agreement by the District and Contractor, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its governing board, officers, agents and employees as additional insured under said policy.

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 **16th** day of **January 2018**.

FULLERTON SCHOOL DISTRICT

Miltos Varkatzas
(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Miltos Varkatzas, Interim Director, Maintenance, Operations and Facility

SUBJECT: **APPROVE AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC., FOR PROPOSITION 39 ENERGY PLANNING CONTRACT FOR THE ADDITIONAL MONEY TO BE RECEIVED FROM THE CALIFORNIA DEPARTMENT OF EDUCATION**

Background: On May 12, 2015, the Board approved an agreement with Schneider Electric for Proposition 39 planning funds for the development and design of its energy expenditure plan (including screening and energy audits). Fullerton School District worked with Schneider Electric and utilized the funding that was awarded in accordance with funding and guidelines of Proposition 39.

Fullerton School District was notified that an additional \$276,453 will be received to complete energy-savings projects at existing facilities in accordance with potential funding and guidelines from Proposition 39. The District is seeking to continue our plan with Schneider Electric to spend the additional money to be received.

Rationale: This agreement with Schneider Electric Buildings Americas, Inc., will complete the final Energy Expenditure Plan in order to spend the additional awarded \$276,453.

Funding: The estimated cost upon submission of the final Energy Expenditure Plan to the California Energy Commission is \$20,000. Funding will be from the General Fund (Proposition 39 California Clean Energy Jobs Act).

Recommendation: Approve agreement with Schneider Electric Buildings Americas, Inc., for Proposition 39 Energy Planning Contract for the additional money to be received from the California Department of Education.

RC:MV:mg
Attachment

ENERGY PLANNING CONTRACT

This ENERGY PLANNING CONTRACT (the "Agreement") is made and entered into as of this sixteenth (16th) day of January 2018 (the "Effective Date") between Schneider Electric Buildings Americas, Inc. ("ESCO"), having its principal offices at 1660 Scenic Avenue, Costa Mesa, CA 92626, and the Fullerton District, located at 1401 West Valencia Drive, Fullerton, CA 92833 hereinafter referred to as "Customer". ESCO and Customer may singularly be referred to as "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, Customer owns and/or operates certain educational and administrative facilities and Customer wishes to use funding available to be appropriated under the California Clean Energy Jobs Act (codified at California Public Resources Code Division 16.3) in order to implement energy efficiency and clean energy projects, as well as related energy planning, energy training, energy management, and energy projects with related non-energy benefits; and

WHEREAS, ESCO is a full-service energy services company with the technical capabilities to provide services to Customer including benchmarking, ASHRAE auditing, identifying and developing energy efficiency measures, as well as providing design, engineering, procurement, construction management, installation, construction, systems commissioning, training and preventive maintenance services; and

WHEREAS, ESCO has delivered to Customer a response to Customer's Request for Proposal Project No. FSD-14-15-GFR-01 ("RFP") pertaining to the discovery, engineering, packaging, procurement, installation, financing, maintenance and monitoring of energy efficiency measures at Customer's facilities; and

WHEREAS, in accordance with the provisions of the RFP, the Customer desires to enter into an Agreement to have ESCO perform an investment grade energy audit and submit a multiple year (bundled) energy expenditure plan (the "Energy Expenditure Plan") in accordance with the standards set forth in Exhibit 1.

WHEREAS, the primary purpose of the energy audit is to provide an engineering and economic basis for the implementation by ESCO of the Energy Efficiency Measures (EEMs) identified through the audit process, in furtherance of which the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an "Energy Services Contract").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is mutually acknowledged, the parties hereto agree as follows:

1. ENERGY PLANNING WORK

ESCO agrees to perform energy planning work in accordance with the attached Exhibit 1, "STANDARDS FOR PERFORMING ENERGY AUDIT." ESCO agrees to complete the energy planning work and to present to the Customer the Energy Expenditure Plan within ninety (90) days from the date of receipt of the following information from the Customer. ESCO will, at a minimum, provide project planning updates every 30 days.

1. Three years' worth of actual utility bills for all included utilities, beginning with the most recent month.
2. Copies of all mechanical, architectural and electrical drawings.
3. 8 ½" x 11" floor plans of all included buildings.

Customer agrees to assist the ESCO in performing the energy planning work by providing ESCO, its employees and agents, access to the facilities as deemed necessary by ESCO, providing minor assistance from Customer's staff as available and within staff's capabilities, providing (or causing its energy suppliers to provide, where appropriate) complete and accurate data concerning energy usage and cost for the facilities. Information provided by Customer shall be as available and may not be available in all cases. Customer agrees to work diligently to provide full and accurate information. ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed.

2. COMPENSATION TO ESCO

Within ninety (90) calendar days after the submission of the final Energy Expenditure Plan to the California Energy Commission ("CEC"), Customer shall compensate ESCO for performance of the energy planning work by payment to ESCO of a fixed fee of Twenty Thousand Dollars (\$20,000) (the "Planning Fee"). If Customer and ESCO

execute an Energy Services Contract within ninety (90) calendar days after submission of the final Energy Expenditure Plan to the CEC, the Planning Fee shall be incorporated into the total contract amount payable under the Energy Services Contract. Should District determine, in its sole discretion, to proceed with the implementation of the final Energy Expenditure Plan approved by the CEC, the Parties shall comply with the provision of Section 5 below.

- A. Customer and/or ESCO reserve the right to terminate this Agreement at any time. If canceled by Customer, costs incurred by ESCO at the date of termination would be pro-rated based on percentage of completion, and payable by Customer.

3. CONTRACT DOCUMENTS

The Contract Documents consist of the following, all of which are as fully a part of this Agreement:

- A. This Energy Planning Contract.
- B. Standards for Performing Energy Audit (Exhibit 1).

4. INSURANCE

ESCO will maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (A) through (F) below, and all such other insurance as required by applicable law. In lieu of any insurance required in this Section 4, ESCO may self-insure hereunder. Evidence of coverage will be provided to Customer via a self-insurance letter,

- A. Workers' Compensation/Employers Liability for states in which ESCO is not a qualified self-insured. Limits as follows:
 - * Workers' Compensation - Statutory
 - * Employers Liability - Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- B. Commercial General Liability insurance with limits of:
 - * \$1,000,000 per occurrence for Bodily Injury and Property Damage
 - * \$2,000,000 General Aggregate - other than Products/Completed Operations
 - * \$2,000,000 Products/Completed Operations Aggregate
 - * \$1,000,000 Personal & Advertising Injury
 - * \$ 100,000 Fire Damage

Coverage to be at least as broad as ISO form CG 0001 (04/13), without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

- C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an Occurrence form.
- D. Professional Liability insurance with limits of:
 - * \$1,000,000 per occurrence
 - * \$1,000,000 aggregate
- E. Excess Liability insurance. Limits as follows:
 - * \$1,000,000 each occurrence
 - * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- F. Policy Endorsements.
 - * The insurance specified in clause 4.A. above shall contain waivers of subrogation rights against Customer.
 - * The insurance provided for Commercial General Liability and Auto Liability above shall:

- (1) include the Customer as an additional insured with respect to Work performed under this Agreement, but only to the extent of the indemnity obligations contained in this Agreement, and
- (2) provide that the insurance is primary coverage with respect to all insureds.

5. ENERGY SERVICES CONTRACT

As it is the intent of Customer and ESCO to pursue cost effective energy retrofits of the facilities under an Energy Services Contract to be entered into pursuant to Government Code sections 4217.10-4217.18, both parties agree to enter into good faith negotiations of an Energy Services Contract immediately following submission of the final Energy Expenditure Plan to the CEC. Prior to entering into the Energy Services Contract, ESCO understands and agrees that Customer shall be required to comply with the public hearing provisions of Government Code section 4217.12(a). The Energy Services Contract will provide, *inter alia*, that any design or engineering work in relation to the EEMs detailed in the Energy Expenditure Plan, performed by ESCO prior to the approval of the Energy Expenditure Plan by the Energy Commission, will be at ESCO's risk.

6. COMMODITY MANAGEMENT SERVICES

To assist ESCO in determining if commodity management services could be beneficial to Customer, Customer agrees to provide ESCO with the following:

- A. Copies of current supply agreements, including any special electric and/or gas service agreements;
- B. Names of current third party suppliers; and
- C. Financial tools Customer is using to hedge risks associated with energy costs.

7. INDEPENDENT CONTRACTOR

ESCO, and the agents and employees of ESCO, its subcontractors and/or consultants, are acting in an independent capacity in the performance of this Agreement, and not as public officials, officers, employees, consultants, or agents of Customer, the State of California or the City of Fullerton, for purposes of conflict of interest laws or any other applicable law. This Agreement may not be construed to represent the creation of an employer/employee or principal/agent relationship. ESCO will act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. ESCO is free to work for other entities while under contract with Customer.

8. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

ESCO shall comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

9. LIMITATION OF LIABILITY

The liability of a defaulting Party, in connection with this Agreement or any analysis, report, or other deliverables provided hereunder, will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. In no event will ESCO be liable to Customer for any Losses which collectively exceed the amount of the fee indicated in Section 2 above, regardless of whether such amounts arise out of breach of contract, guarantee or warranty, tort, product liability, contribution, strict liability or any other legal theory.

10. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

If a dispute arises out of or relates to this Agreement, or the transaction contemplated by this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 10 by giving notice to the other Party. Senior executives for the Parties will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association. The following provisions apply to all arbitration proceedings pursuant to this Article: (i) The place of arbitration will be the County of Orange, California; (ii) one arbitrator will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules") (to the extent of any conflicts between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement prevail); (iii) the Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply (in the discretion of the arbitrator, the production of additional documents that are relevant and material to the determination of the Dispute may be required); (iv) the arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated); all arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails, and each Party will pay its own costs of legal representation and witness expenses; (v) the award must be in the form of a reasoned award; (vi) the Dispute will be resolved as quickly as possible, and the arbitrator will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced; and (vii) the award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement will not be affected or impaired thereby, and the rights and obligations of the Parties will be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

11. CONFLICTS OF INTEREST

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Agreement. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Agreement, including the expense records of the Party's employees involved in this Agreement, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

12. AMENDMENT

This Agreement may not be amended except by a writing executed by both parties hereto. No oral amendment shall be enforceable, even if supported by new consideration.

13. WORK PRODUCT

ESCO will be deemed the author of the Energy Expenditure Plan and all data, reports, proposals, plans, specifications, flow sheets, drawings, and products of the Energy Expenditure Plan ("Instruments of Service") furnished directly or indirectly, in writing or otherwise, to Customer by ESCO under this Agreement. ESCO will retain all common law, statutory and other reserved rights, including copyrights, in the Instruments of Service. Pursuant to California Education Code §17316, the Instruments of Service will be and remain the property of Customer for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the EEMs identified in the Instruments of Service. Any use of the Instruments of Service for other purposes will be at Customer's sole risk and without liability to ESCO. If Customer uses the Instruments of Service for implementation

purposes, including additions, alterations, or completion of the project, by employees, agents or contractors other than ESCO, Customer agrees to waive and release, and defend, indemnify and hold harmless, ESCO, its subcontractors, and their directors, employees, subcontractors, and agents from any and all loss, cost and expense associated with or resulting from such use.

14. AMERICAN RECOVERY AND REINVESTMENT ACT; MUNICIPAL ADVISOR; INCENTIVE FUNDS

In the event Customer is using American Recovery and Reinvestment Act (“ARRA”) funding, in whole or in part, to pay for the energy planning work, Customer acknowledges and agrees that the supplies and services hereunder are being procured and purchased under state or local procurement laws and ESCO is a “vendor” or “contractor” hereunder. As such, Customer agrees that ESCO is not a recipient, grantee, awardee, subrecipient, subgrantee or subawardee of ARRA funds hereunder. In the event that the awarding agency or a court of proper jurisdiction determines that ESCO is a recipient, grantee, awardee, subrecipient, subgrantee or subawardee under the ARRA funded grant, rather than a “vendor” or “contractor,” ESCO reserves the right to terminate this Agreement at its discretion. Customer agrees to release, defend, indemnify, and hold ESCO harmless from and against any claims, costs, or damages arising out of or related to such a determination notwithstanding any other provisions in this Agreement.

The Parties acknowledge and agree that ESCO is not a municipal advisor and cannot give advice to Customer with respect to municipal securities or municipal financial products absent Customer being represented by, and relying upon the advice of, an independent registered municipal advisor. ESCO is not subject to a fiduciary duty with regard to Customer or the provision of information to Customer. Customer will consult with an independent registered municipal advisor about the financing option(s) appropriate for Customer’s situation.

The Parties acknowledge and agree that ESCO cannot give legal advice to Customer regarding compliance with California Public Resources Code §26235(c). Customer should consult its own legal counsel. Customer warrants and represents to ESCO that the process for entering into this Contract with ESCO, and performing Customer’s obligations hereunder, complies with the requirements of California Public Resources Code §26235(c) and Customer’s own procurement regulations and procedures. Customer agrees to release, defend, indemnify, and hold ESCO harmless from and against any claims, costs, or damages arising out of or related to a violation of California Public Resources Code §26235(c), viz., the “sole source” prohibition of Proposition 39. This provision will survive the termination of this Contract.

ESCO warrants that the Energy Expenditure Plan prepared pursuant to Exhibit 1 will be complete. ESCO makes no guarantee that Customer will receive the anticipated Proposition 39 funding or any portion thereof; ESCO expressly disclaims any liability for Customer’s failure to receive any portion of the Proposition 39 funding, and Customer acknowledges and agrees that ESCO will have no liability for any failure to receive all or any portion of the Proposition 39 funding. If the Energy Commission does not approve Customer’s Energy Expenditure Plan, Customer’s sole and exclusive remedy, and ESCO’s sole liability, will be to correct and resubmit the Energy Expenditure Plan with the changes required by the Energy Commission.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Agreement.

ESCO:
Schneider Electric Buildings Americas, Inc.

CUSTOMER:
Fullerton School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Exhibit 1

STANDARDS FOR PERFORMING ENERGY AUDIT

I. Scope of Work.

PERFORMANCE OF THE ENERGY PLANNING WORK

1. Customer's Electric and Gas Usage and Billing Data. Within thirty (30) calendar days after the Effective Date, Customer will identify all electric and natural gas for the selected Facilities, and will provide to ESCO, or authorize its local electric and gas utilities to provide, Customer's Energy Usage Data for the current fiscal year (to the extent available) and for the fiscal year preceding the Effective Date. Customer will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Effective Date. Customer agrees that ESCO may rely on the foregoing data as being accurate in all respects.

If ESCO requests, Customer will also provide to ESCO, within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of Customer's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ESCO.

2. Identify Eligible EEMs. After ESCO and Customer have agreed on (i) a prioritized list of EEMs that are eligible for Proposition 39 funding and suitable for further investigation and possible implementation, and (ii) a prioritized list of Facilities where the opportunities for implementation are aligned with Customer's needs, ESCO will conduct an ASHRAE Level 2 energy audit of the agreed-upon Facilities (or, if appropriate, an energy survey or data analytics methodology) to identify the estimated cost and projected energy savings of each EEM. The audit will clearly state all assumptions used and the basis for those assumptions, and will include, at a minimum:
 - (a) A description of the proposed EEMs and the Facilities that will be improved by these measures;
 - (b) A description of the existing energy-using equipment;
 - (c) Calculations and assumptions to support the technical feasibility and energy savings of the recommended EEMs;
 - (d) A projected budget detailing estimated project costs; and
 - (e) The following information, which will be needed to calculate the Savings to Investment Ratio (SIR) for the EEMs, individually and as a whole:
 - (i) Annual energy or water savings;
 - (ii) Demand savings;
 - (iii) Annual energy cost savings;
 - (iv) Proposition 39 Project installation cost; and
 - (v) Rebates / other financial incentives
3. Determine Cost-Effectiveness. Using the results of the energy audit or energy survey conducted pursuant to Section 4 and the sequencing completed pursuant to Section 5, ESCO will determine the SIR for each EEM proposed to be included in the Proposition 39 Project, and will also determine the SIR for the proposed Proposition 39 Project as a whole. An individual EEM may have a SIR lower than 1.05, but the overall Proposition 39 Project's SIR must be at least 1.05.

PREPARATION FOR IMPLEMENTATION

4. Statement of Work for Implementation Work. After determining the SIR of the Facility improvements, individually and on a Proposition 39 Project basis pursuant to Section 6, ESCO will present the overall potential energy cost and consumption savings for implementing the EEM recommendations to personnel of Customer with requisite technical training and experience, for those personnel to make judgments and determinations as to the feasibility of a Proposition 39 Project that meets the Energy Commission's review criteria. If the Parties agree to move forward, ESCO will prepare for review and approval by Customer (and Customer will provide all assistance requested by ESCO) the following:
 - (a) development and submittal to the Energy Commission of a proposed energy expenditure plan (the "Energy Expenditure Plan") and required back-up documentation, for Customer to submit to the Energy Commission on the standard Energy Expenditure Plan format created by the Energy Commission;
 - (b) a summary of submittals and engineering services which may be needed to obtain required governmental agency approvals or grant and rebate funding as agreed upon; and
 - (c) proposed Energy Services Contract.

5. Energy Expenditure Plan.

The ESCO will amend the Customer's previously approved Energy Expenditure Plan to account for the additional funding available to the Customer as of October 2017.

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Miltos Varkatzas, Interim Director, Maintenance & Operations

SUBJECT: APPROVE AGREEMENT WITH PROJECT SUPPORT SERVICES FOR DSA CLOSEOUT AND CERTIFICATION

Background: Fullerton School District (FSD) plans to enter into various projects that will require approval from the Division of the State Architect (DSA). DSA will require FSD to certify any/all former non-certified projects prior to allowing FSD approval of new project plans. Project Support Services will assist FSD in identifying specific issues and develop a solution that will enable the former non-certified projects to be certified by DSA.

Rationale: District staff recommends entering into an agreement with Project Support Services for these services. Project Support Services is a full-service firm specializing in assisting school districts in the closeout process of former non-certified DSA projects.

Funding: Costs are set at professional hourly rates as detailed in Exhibit A with a total cost not to exceed \$92,575. Cost will be paid from the General Fund.

Recommendation: Approve agreement with Project Support Services for DSA closeout and certification.

RC:MV:ys
Attachment



January 4, 2018

Robert R. Coghlan, Ph. D.
Assistant Superintendent
Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833

RE: Proposal for DSA Project Closeout & Certification
Phase 1: Research & Evaluation and Phase 2: Execution & Closeout

Dear Mr. Robert Coghlan,

Thank you for allowing Project Support Services (PSS) to present this proposal for DSA project closeout and certification assistance. PSS is a woman-owned business (in the process of obtaining certification) that saves our clients time and money by putting our expertise to work by:

- Managing the Division of the State Architect (DSA) process on new projects,
- Resolving DSA issues with ongoing projects,
- Achieving closeout on completed, but non-certified, projects,
- Training client staff on DSA requirements,
- Scanning, organizing, managing, and archiving plans and project files, and
- Maintaining inventory of relocatables.

Project Support Services Qualifications

PSS Principal Natassia Melendrez has over 10 years of experience in working with Division of the State Architect. PSS has helped California school districts complete the DSA closeout process for hundreds of non-certified K-12 and Higher Education projects. Many of these were projects the Districts and their consultant teams thought could not be closed, with some dating as far back as 1964.

The projects' closeouts had issues with documentation such as:

- Missing change orders,
- Deferred approvals,
- Revisions,
- Non-compliant scopes of work,
- Non-compliant test results,
- Missing DSA-6 by the original Project Inspector,
- Fire sprinkler systems,
- Fire alarm systems,



- ADA compliance, or
- Missing in-plant reports.

PSS is able to resolve project closeout issues in a short period of time because of our knowledge of DSA requirements. We have also worked hard to build and maintain a strong working relationship and positive reputation with DSA staff.

Clients

- ABC Union School District
- Bassett Union School District
- Covina-Valley Union School District
- Downey Union School District
- Glendora Union School District
- Hawthorne Union School District
- Inglewood Union School District
- Manhattan Beach Union School District
- Montebello Union School District
- Norwalk-La Mirada Union School District
- Palos Verdes Peninsula Union School District
- Redondo Beach Union School District
- San Marcos Union School District
- Wiseburn Union School District
- Cerritos Community College District
- College of the Desert
- Long Beach Community College District
- Mt. San Jacinto Community College District
- Rancho Santiago Community College District
- South Orange County Community College District
- San Mateo Union School District

Please visit our website at www.psscrt.com for additional information about the firm.



Background

Fullerton School District operates 15 elementary schools (K-5), 2 primary/secondary inclusion schools (K-8), and 3 middle schools (6-8) serving thousands of students. With numerous buildings and portables the Facilities Department oversees the capital improvement program funded by the community passed bond measure. With each local bond passing the District has a result of **21 non certified projects** with the Division of State Architect.

Scope of Services

Project Support Services (PSS) will work with district and campus staff, Division of State Architect (DSA) staff, project architect and their design team, and inspectors to resolve and close out projects that have remained closed without certification. We will research and evaluate each project to identify specific issues that have prevented certification, and we will develop a solution that will enable the project to be certified by DSA.

Our goal is to close as many projects as possible in Phase I, Research and Evaluation. These projects may be essentially complete but simply require that documentation be finalized. Other projects that have more complex requirements will be resolved in Phase II. At the end of Phase, I, a detailed evaluation of all remaining uncertified projects will be provided to the District.

Our process begins by reviewing District and DSA files to create a list of tasks and documents necessary for the certification process of each project. As an example, based on the Close of File without Certification letter, we may discover missing or incomplete documents such as DSA SIVR 292, DSA 291 LVR, DSA 293 GVR, unapproved change orders, DSA 6, etc. PSS will secure the missing or incomplete documents, following our established procedures to resolve certification concerns.

For projects that no longer exist, we will retrieve a copy of the most recent DSA approved site plan as well as a Google Earth shot, and create a letter for the District to sign stating the project has been demolished. PSS will submit the closeout packet to DSA for #5 Resolution of Certification Due to Removal. Additionally, if deficiencies are found while reviewing inspector daily reports, test results, etc., PSS will research and compile information and documents to correct the deficiencies and ensure that the construction complies with DSA approved documents and applicable codes and regulations. Depending on the deficiency, PSS may work with the project structural engineer or architect to obtain additional testing and inspections that are needed to obtain DSA Certification.

This proposal specifically covers Phase I tasks. After our evaluation clarifies the scope of work required for the remaining projects, a separate proposal will be submitted to the District for Phase II, in which we will execute the plan of action agreed upon to close out the project.

Specific tasks related to Phase I include:



Phase I, Research and Evaluation

- Retrieve Close of File (COF) letter from DSA.
- Order and review file and plans from DSA.
- Locate each project to verify whether the project exists and its exact scope. If the project no longer exists, PSS will create #5 Letter and supporting documents for certification.
- For existing projects, PSS will identify the scope of work and verify that a later modernization has not altered the work.
- Contact IOR and AOR for project history.
- Contact design professional and consultants for documents required per the COF Letter.
- Create a plan of action for Phase II Execution and Closeout.

At the completion of Phase 1, we provide the District the following for each project:

- Project location and scope or, alternatively, verification that the project does not exist
- Documents required to correct deficiencies listed in the COF Letter.
- Project constraints.
- DSA File & Plans obtained from DSA to assist with locating project and archive documents for the list of documents required
- Plan of Action to complete closeout of the project.
- Create budget and spreadsheet of project closeout cost.
- Request proposals from consultants required for certification such as Project Inspector, Architect, Contractor, Engineer or Special Inspector along with testing.
- If the project no longer exists we create a #5 Resolution of Certification Letter.

Phase 2 Execution & Closeout

- Complete closeout per plan of action agreed upon with the Facilities Department and Division of State Architect
- Project manage the closeout and document control of the verified report forms.
- Create project closeout packets, provide copies for the District, upload to DSA box and mail to DSA for final review of certification.
- Proposal for Phase 2 will be submitted after completion of Phase1.

DSA Training:

- Scheduled trainings for Fullerton School District staff. These will cover DSA requirements and procedures as well as techniques for managing the process throughout the project to facilitate final closeout.
- On-Call trainings. These can be arranged on short notice to provide training for specific problem areas that Fullerton School District may be experiencing.
- Ongoing support. Project Support Services will provide on-call consulting services and administrative support as needed for DSA issues.



Compensation & Completion:

The services described above will be provided at an hourly rate of **\$115.00** per Project Closeout Manager and shall not exceed the amount of **\$92,575.00** unless authorized by the Fullerton School District. Excludes DSA re-opening fee and unpaid invoices.

Non Certified Project List:

App Id	Project Name	Certified Letter Type	Scope	Type	Hours
51730	VALENCIA PARK ELEM	#3-Close of File w/o Certification - Exceptions	Construction of two lighting poles	A	10
04-112877	VARIOUS- Golden Hills E.S Laguna Road E.S	#3-Close of File w/o Certification - Exceptions	Construction of 1-CMU BALL WALL 16 FT LONG X 14 FT HIGH, 2-WALKWAY COVERS: (1) 16 FT X 40 FT(PC 02-112017) AT GOLDEN HILL E.S. AND (1) 16 FT X 40 FT(PC 02-112017) AT LAGUNA RD. E.S.	A	10
52458	VARIOUS- Park Jr. H.S; Pacific Drive E.S	#3-Close of File w/o Certification - Exceptions	Construction of two classroom buildings (1 @ Park Jr. HS & 1 @ Pacific Drive Elem. School)	A	10
59774	ORANGETHORPE ELEMENTARY	#3-Close of File w/o Certification - Exceptions	Reconstruction of fire damaged classrooms	A	10
51127	VARIOUS	#3-Close of File w/o Certification - Exceptions	COULD NOT FIND SCOPE ON TRACKER OR CERT BOX	A	10
55245	VARIOUS- Golden Hill E.S	#3-Close of File w/o Certification - Exceptions	Alterations/additions to administration building at Golden Hill Elementary School	A/B	40
53084	SUNSET LANE ELEM	#3-Close of File w/o Certification - Exceptions	Construction of classroom building (relocatable)	A/C	40
04-107087	PARKS JR. HIGH SCHOOL	#3-Close of File w/o Certification - Exceptions	Construction of 2-Classroom Buildings (Relocatable, PC#04-104816), 1-Toilet Building (Relocatable, PC#04-104780)	A/D	40
51791	RICHMAN ELEM	#3-Close of File w/o Certification - Exceptions	Alterations to classroom/restroom building	B	40
04-107392	ROLLING HILLS ELEMENTARY SCHOOL	DSA 301P Notification of Requirement for Certification	Relocation of 1-Classroom Building (Relocatable, A#63663)	B/C	45
04-112878	ACACIA ELEMENTARY SCHOOL	DSA 301P Notification of Requirement for Certification	Construction of 1-16 FT LONG x 14 FT HIGH CMU BALL WALL, 2-WALKWAYS 30 FT X 42 FT EA. (PC 02-112018); Relocation of 1-Classroom Building 24 ft x 40 ft (Relocatable)(stockpile # 37 A04-100596)	C	50



PROJECT SUPPORT SERVICES

54558	HERMOSA DRIVE ELEM	#3-Close of File w/o Certification - Exceptions	Construction of 2 relocatable C.R buildings	C	50
04-104578	HERMOSA DRIVE ELEM	#3-Close of File w/o Certification - Exceptions	Construction of 1-CR BLDG (48X40) RELO FROM PC 04-101055	C	50
60866	MAPLE ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	Alterations to admin./C.R. building (main); 2 C.R. buildings	C	50
04-101800	MAPLE ELEMENTARY SCHOOL	DSA 301P Notification of Requirement for Certification	Construction of 1-Multi-purpose Building (Relocatable, 84x40), 1-Classroom Building (Relocatable, 2-story, 96x40, PC#04-102009), 1-Media Center/Classroom Building (Relocatable, 2 story, 96x40, PC#04-102009), 2-Elevator Buildings (PC#03-102542), 1-Toilet Building (Relocatable, 12x40)	C	50
04-103869	SUNSET LANE ELEM	DSA 301P Notification of Requirement for Certification	Alterations to 1-Administration / Kindergarten Building A (A#24312), 2-Classroom Buildings B & C (A#24312), 1-Library Building D (A#33875), 3-Classroom Buildings (Relocatable, A#29379, A#53084)	C	50
50742	VALENCIA PARK ELEM	#3-Close of File w/o Certification - Exceptions	Construction of C.R. building and toilet building (relocatable)	C	50
51309	VARIOUS - Orangethorpe E.S; Sunset Lane; Rolling Hills; Valencia Park E.S	#3-Close of File w/o Certification - Exceptions	Alterations to C.R/Restroom building @ Orangethorpe, two admin./C.R. buildings (1 ea. @ Sunset Lane & Rolling Hills), and admin. Building @ Valencia Park Elem. Schools	C	50
56637	VARIOUS - Richman, Raymond, Golden Hill E.S	#3-Close of File w/o Certification - Exceptions	Construction of three classroom buildings (1 ea. @ Richman, Raymond, Golden Hill Elem. Schools)	C	50
50845	VARIOUS- Acacia; Fern E.S	#3-Close of File w/o Certification - Exceptions	Construction of two classroom buildings (1 ea. @ Acacia and Fern Drive Elem. Schools)	C	50
04-102183	VARIOUS- Orangethorpe E.S; Pacific Drive E.S	DSA 301P Notification of Requirement for Certification	Relocation of 2-Classroom Buildings (Relocatable, 36x40, A#04-100533) - (1) @ Orangethorpe ES, (1) @ Pacific Drive ES	C	50

Total projects: 21
 Total Hours: 805



Terms & Conditions

- Prices submitted are considered firm for 60 days until contract is signed.
- Payment terms are net 30 days from invoice date. Invoices will be generated monthly throughout the duration of the project.

Reimbursable Expenses:

The District shall reimburse PSS at a cost, a reasonable sum for out-of-pocket expenses listed below, that are incurred and paid for by PSS in furtherance of performance of our obligations under this agreement. PSS will not add markup fee paid out of pocket authorized by Fullerton School District. However, we shall be reimbursed only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent **authorized** by Fullerton School District.

- Scanning of plans retrieved by the Division of State Architect.
 - Estimated Cost: \$1,200.00
- Express shipping, overnight mail, messenger, courier, or delivery services.
 - Estimated Cost: \$350.00
- Printing of oversized file and documents for closeout.
 - Estimated Cost: \$300.00

Again, we appreciate the opportunity to provide you with this proposal. Please feel free to contact me at 714.602.8400 or my cell number, 909.538.3053, with any questions.

Respectfully,
Project Support Services

x _____
Natassia Melendrez
President & CEO
Project Support Services Inc.,

Accepted:

X _____
Robert R. Coghlan, Ph. D.
Assistant Superintendent
Fullerton School District

CONSENT ITEM

DATE: January 16, 2018

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

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

PREPARED BY: Mike McAdam, Supervisor, Purchasing & Warehouse

SUBJECT: **APPROVE THE PIGGYBACK BID FOR SANTA RITA UNION SCHOOL DISTRICT BID NO. 2015-16-1A FOR THE PURCHASE OF FACILITY SUPPLY SERVICES, MODULAR CLASSROOM BUILDINGS, AND MODULAR TOILET ROOM BUILDINGS FROM AMERICAN MODULAR SYSTEMS**

Background: Santa Rita Union School District Bid No. 2015-16-1A for the purchase of facility supply services, modular classroom buildings, and modular toilet room buildings from American Modular Systems, provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid No. 2015-16-1A through May 18, 2019.

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

Rationale: Per the provisions of Public Contract Code section 20118, the governing board may authorize by purchase order or contract the purchase of modular classrooms and/or buildings 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 modular classrooms and/or buildings.

Funding: Purchases will be funded from the General Fund.

Recommendation: Approve the piggyback bid for Santa Rita Union School District Bid No. 2015-16-1A for the purchase of facility supply services, modular classroom buildings, and modular toilet room buildings from American Modular Systems.

RC:MM:gs

CONSENT ITEM

DATE: January 16, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

Prepared by: Wes Kriesel, Director, Innovation and Instructional Support

SUBJECT: APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND BRAINIATE, LLC

Background: As CEO of Brainiate and as a Salesforce consultant, David Giller has been helping organizations improve their communications, sales, and marketing efforts for more than 15 years. He brings a wealth of knowledge, Salesforce experience, and access to a team of implementation experts.

Rationale: David Giller will work alongside Innovation & Instructional Support to plan, coordinate, and implement Salesforce as a tool to enhance Fullerton School District's educational personalized learning and technology innovations.

Funding: Total cost is not to exceed \$6,000 and is to be paid from the Innovation & Instructional Support budget (#409).

Recommendation: Approve contract between the Fullerton School District and Brainiate, LLC.

JM:WK:kv
Attachment

December 18, 2017.

Wes Kriesel
Innovation and Instructional Support Team Member
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

Re: Proposal for Salesforce Consulting Support – Volunteer Management

Dear Wes,

This letter is to follow up on our recent conversation to address the Salesforce enhancements, customization, support and training needs for Fullerton School District's Volunteer Management project. This letter outlines our scope of work, including objectives, scope of services, procedures, fees and payment terms.

Objective

The objective for this engagement is to support Fullerton School District's utilization of Salesforce to streamline, simplify and automate your business processes surrounding Volunteer Management – to track the volunteer teachers and their utilization of protocols in the classroom.

Scope Of Services

- 1. Understanding Fullerton School District's Ongoing Business & Data Needs**
 - a. Understand and support Fullerton School District's business process and data requirements.
 - b. Understand and support Fullerton School District's CRM strategic objectives.
 - c. Identify solutions to leverage Salesforce functionality to support the strategic objectives and business processes of Fullerton School District.
 - d. Understand and support the ongoing requirements for the security sharing model.
 - e. Identify the reports and dashboards that Fullerton School District requires to manage the internal business processes.
- 2. Configure Salesforce.com for Fullerton School District's Ongoing Needs**
 - a. Update the existing configuration of Salesforce (both desktop and mobile versions) for Fullerton School District, as needed to support the sales, marketing & services business processes.
 - b. Identify Fullerton School District's needs relating to standard fields, custom fields, page layouts, search layouts and validation rules.
- 3. Third Party Apps**
 - a. Identify, explore and validate various third party apps to provide enhanced functionality for Fullerton School District's Salesforce.com environment.
 - b. Provide support including but not limited to: installing, configuring, updating, and providing training for various third party apps selected by Fullerton School District.

4. Best Practice Sharing

a. Provide updates to identified team members related to updates, new features, enhancements and best practices available in any of the following channels and formats:

- Local user group meetings
- Online discussion boards
- Blogs
- Articles
- Press Releases
- Webinars
- Conferences
- Events
- Recorded videos available online

5. Automation & Workflows

a. Create automation as required by the business to support the ongoing sales, marketing and services business processes. This can include workflow rules, custom button creation, validation rules, alerts, tasks or email notifications depending on the design requirements – to the extent available based on which edition of Salesforce you have.

6. Reports & Dashboards

a. Create custom reports and dashboards, tailored to your requirements.

7. Training

a. Brainiate will provide live, personalized, remote, web-based training to Fullerton School District’s Salesforce administrators and users including, but not limited to:

Getting Started with Salesforce

- Navigation
- Search
- Tabs
- Homepage
- List Views
- Chatter

Leads, Contacts & Accounts

- Searching
- List Views
- Updating Existing
- Creating New
- Deleting
- Cloning
- Reassigning
- Merging
- Managing Tasks

Managing Activities (Tasks, Events, To-

Cases

- Searching
- List Views
- Updating Existing
- Creating New
- Closing
- Deleting
- Reassigning
- Managing Tasks

Reports & Dashboards

- Understanding
- Searching for existing reports
- Leverage existing reports
- Editing existing reports
- Creating new reports
- Deleting reports
- Creating dashboards from existing reports

Campaigns

dos, Logging Calls, Meetings)

- Creating New
- Updating Existing
- Adding attachments
- Closing open tasks
- Reassigning
- Associating with relevant Leads, Contacts, Accounts, Opportunities
- Viewing Activity History for related record screens
- Summary on homepage

Opportunities

- Searching
- List Views
- Updating Existing
- Creating New
- Deleting
- Reassigning
- Managing Tasks

- Searching
- List Views
- Updating Existing
- Creating New
- Adding Campaign Members via reports
- Adding Campaign Members via external import
- Adding Campaign Members via import of Salesforce extract
- Adding Campaign Members via Lead/Contact record
- Adding Campaign Members via search
- Cloning
- Deleting
- Reassigning
- Managing Tasks
- Tracking ROI from Opportunities via Campaign Source

- b. Brainiate will provide training documentation, and/or video recordings for Fullerton School District's Salesforce team to utilize Salesforce functionality efficiently and effectively. Where Salesforce has already created the necessary training materials, they will be provided to Fullerton School District. Where the necessary training materials do not already exist, Brainiate will create and provide these materials to Fullerton School District.

Procedures / Project Approach

This project will be managed through the ongoing collaboration between Fullerton School District & Brainiate. We will meet on a weekly basis, for approximately one hour (or another alternate schedule – if you prefer), to discuss key deliverables, functional and/or training needs, concerns and particular initiatives that require attention. In addition to these recurring scheduled weekly meetings, we will certainly communicate on an ongoing basis throughout the week via email, phone and screen sharing in order to follow up on the particular Salesforce needs identified by Fullerton School District.

Benefits

Through targeted and customized Salesforce training, customizations & support, Fullerton School District will experience:

- a higher user adoption rate;
- immediate visibility to your organization's data (including leads, accounts, contacts, calls, meetings, donations);
- efficient business processes to manage lists, track leads, communicate easily and identify key trends; and
- improved teamwork across your organization.

Resource Commitments

Brainiate, LLC will provide David Giller as the project leader. He will be continually involved in all aspects of the project and serve as the primary interface with Fullerton School District management. We will sign non-disclosure agreements as requested and all work on this project becomes the sole property of Fullerton School District. All of our work is conducted within strict bounds of confidentiality.

We will also provide all materials, audio/visual/video aids, computer work and other support services as required. We will provide masters of the final approved materials (if any) for ownership and reproduction by Fullerton School District.

Fullerton School District will provide us with reasonable access to key management people, documentation and company information, as appropriate, within the time-frames outlined. Fullerton School District will be responsible for all scheduling of training sessions. Fullerton School District will also adhere to the fee structure and reimbursement procedures outlined below. Fullerton School District professionals will assist in some data gathering, development of relevant examples and critique of materials.

Price and Payment Terms

Price:

Fullerton School District agrees to pay us for our work at the rate of \$200.00 per hour for most Salesforce-related services. Custom development/coding related services will be billed at the rate of \$200.00 per hour. This work will be covered under this agreement. We are being hired on an hourly basis to perform consulting services and to provide the deliverables developed as the project progresses.

If on-site meetings are requested, travel over thirty minutes from our office is billed at the rate of \$75.00 per hour.

Based on our collaboration on December 12, 2017, the scope of this contract is not to exceed 30 hours (\$6,000).

Invoices:

We will maintain records of hours and tasks performed which will be submitted to Fullerton School District upon request. Services will be invoiced on a bi-weekly basis for work that will continue on an ongoing basis. For that work which will consist of one session only, an invoice will be sent immediately upon completion of work and billed at that time, or if there is a completion of services, the services accrued to date will be billed immediately.

Payment:

Fullerton School District agrees to pay amounts due to Brainiate within thirty (30) days of receipt of invoices submitted. Invoices shall be submitted to the Fullerton School District's authorized representative as more fully set forth in the Purchase Order. Invoices shall be accompanied by a detailed statement showing the number of hours worked, services rendered and costs incurred. Approval of invoices by Fullerton School District shall not be unreasonably withheld. Pending final resolution of an invoice, claim or other dispute, Brainiate shall proceed diligently with performance of the Services and Fullerton School District shall continue to make payments in accordance with this Agreement.

Expenses:

Prices quoted for Services do not include expenses incurred. Any necessary expenses will be pre-approved by Fullerton School District in advance of incursion, invoiced after expenditure and due net 15 from invoice date.

Term and Termination

Unless terminated as provided herein, this Agreement shall extend to and terminate upon completion of our work as provided herein. Fullerton School District may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Fullerton School District agrees to pay Brainiate for all of Fullerton School District's work performed up to the notice of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least 21 days written notice of and the opportunity to cure the breach. Termination for breach shall not preclude the terminating party from exercising any other remedies for breach.

RESPONSE

Your signature below indicates the acceptance and your agreement with all provisions and terms specified in this proposal.

Accepted by

Signature: _____

Authorized Representative

_____ Date

Printed Name: _____

Fullerton School District

Closing

I appreciate the opportunity to assist with your Salesforce needs. If you want to accept this proposal, please sign one copy and return it to me via email.

Sincerely,

A handwritten signature in black ink, appearing to read "David Giller".

David Giller
Brainiate, LLC
Founder & CEO

CONSENT ITEM

DATE: January 16, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NONQUIXOTE, LLC TO DEVELOP A SERIES OF PROFESSIONAL LEVEL VIDEOS

Background: NonQuixote, LLC will be creating professional level videos for Marzano Conference and in preparation for future TedEx Events.

Rationale: To create professional quality videos that capture the essence of how Fullerton School District uses technology in several areas to personalize education. Video will be used as promotional materials shared with parents and community as well as being used for grant opportunities or presentations.

Funding: Cost not to exceed \$4,800 and is to be paid from Innovation & Instructional Support budget (#409).

Recommendation: Approve/ratify Independent Contractor Agreement between Fullerton School District and NonQuixote, LLC to develop a series of professional level videos.

JM:kv
Attachment



Fullerton School District
1401 W Valencia Dr
Fullerton, CA 92833

December 22nd, 2017

NonQuixote LLC (NonQuixote) agrees to work with Fullerton School District on a Storytelling Collaboration (“Agreement”). The contract details are set forth below and in the attached Statement[s] of Work in Schedule A (Statement of Work) and Schedule B (Additional Terms and Conditions), which are incorporated by reference herein and made a part of this SOW (Statement of Work).

1. Statement of Work

NonQuixote shall provide to Fullerton School District the professional services (“Services”) described in the Statement[s] of Work attached hereto as Schedule[s] A. Each such Statement of Work shall be subject to the terms and conditions of this Agreement.

2. Term and Timeline

The timeline for the Statement[s] of Work is set forth in Schedule A. Deviations from the timeline[s] should be discussed with and approved by Fullerton School District. This Agreement shall expire upon the termination date set forth in Schedule A.

3. Independent Contractor

In performing the Services pursuant to this Agreement, each party is an independent contractor, is not an agent or employee of the other, and is not authorized to act on behalf of the other.

4. Intellectual Property

All deliverables and all other inventions, works of authorship, know-how, information, data, research, ideas, slogans, designs, processes, products, toolkits, templates, reports, documentation, and other developments (whether or not patentable or subject to copyright or trade secret protection) arising from or made in the performance of the Services, whether or not described in a Statement of Work (“Developments”), including without limitation all intellectual property, proprietary, or other rights of similar nature (collectively, “IP Rights”), will be the shared property of Fullerton School District and NonQuixote. Both parties will have the right to use Developments in perpetuity for their own interests. Any additional terms and conditions regarding this Section 4 shall be set forth in Schedule B.

5. Performance

NonQuixote represents, warrants and covenants to Fullerton School District that (i) NonQuixote has the expertise and capacity to perform the Services; (ii) all Services shall be performed by NonQuixote in a timely, professional and workmanlike manner consistent with professional standards for performing services of a similar kind; and (iii) all Services and deliverables shall conform to any and all requirements and specifications set forth in the Statement of Work[s].



6. Termination

Either party may terminate this contract with 30 days notice. In the event of termination, Fullerton School District agrees to pay NonQuixote for the work completed up to the date of termination. Advance payment made to NonQuixote and not applicable to completed work as of the date of termination will be promptly refunded to Fullerton School District.

7. Severability

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement.

8. Perpetuity

This contract is made in agreement and enforced with Fullerton School District as an organization. In the event that a change in leadership at Fullerton School District occurs, the incumbents must adopt the preexisting circumstances of this contract.

9. Effective Date

The effective date of this Agreement shall be the date of NonQuixote's signature below.

As a representative of the Fullerton School District, I accept the contract terms & conditions.

Name

Signature

Date

Krista Moroder
NonQuixote LLC
Co-Owner & Video Producer

Date

Ian McClerin
NonQuixote LLC
Co-Owner & Filmmaker

Date



SCHEDULE A

STATEMENT OF WORK

Term

This Statement of Work shall begin on January 11, 2018. Unless terminated earlier pursuant to Section 6 of the Agreement, the Agreement, including this Statement of Work, shall terminate on **March 31st, 2018**. Deviations from this timeline should be discussed with and approved by NonQuixote.

Scope of Work

Fullerton School District and NonQuixote are working together to develop a series of videos that highlight the Passion Agents Showcase at the Fullerton School District.

The scope of work includes:

- Work collaboratively to identify a story arc and frame for these videos
- January 12th Showcase (due end of March)
 - Film 8-9 talks, appx 8-12 minutes each
 - Two camera setup (fixed wide angle and camera operator with telephoto lens)
 - Editing with sound mix from house
- January 13th Conference (due mid February)
 - Produce 2-3 minute showcase story
 - Include interviews, highlights from conference, and b-roll with glide camera
- Video production will include 2 rounds of rough-cut revisions plus one final review with minor tweaks before delivery.
- Work with Fullerton School District staff to meticulously secure proper permissions for any pictures/videos that are taken.

Compensation

NonQuixote’s compensation will be based on a rate of \$5,050. Fullerton School District will pay half of this amount after the contract is signed, and the other half will be delivered upon receipt of all deliverables.

As a representative of the Fullerton School District, I accept the terms & conditions of Schedule A.

_____	_____	_____
Name	Signature	Date

_____	_____	_____	_____
Krista Moroder NonQuixote LLC Co-Owner & Video Producer	Date	Ian McClerin NonQuixote LLC Co-Owner & Filmmaker	Date

CONSENT ITEM

DATE: January 16, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR MIKE LAWRENCE CONSULTING FOR ADDITIONAL HOURS TO CONTINUE TO PROVIDE SUPPORT FOR THE 2017/2018 SCHOOL YEAR EDUCATIONAL PERSONALIZED LEARNING**

Background: Board approval was granted on September 19, 2017 for the contract with Mr. Lawrence. As CEO of Computer Using Educators (CUE), Mike Lawrence has been impacting educational technology as a teacher, administrator, and technology coordinator over the last 20+ years. He brings a wealth of content knowledge, educational innovational experience and access to a national network.

Rationale: Mike Lawrence will work alongside Innovation & Instructional Support, Educational Services, and the Superintendent's Office to plan, coordinate, and implement a variety of educational personalized learning and technology innovation for Fullerton School District. Extending his hours to finish working on Passion Agents Conference, and Robot Nation Competition.

Funding: Total addendum cost not to exceed \$15,000 and is to be paid from the Innovation and Instructional Support budget (#409).

Recommendation: Approve Addendum between Fullerton School District and Independent Contractor Mike Lawrence Consulting for additional hours to continue to provide support for the 2017/2018 school year educational personalized learning.

JM:kv

CONSENT ITEM

DATE: January 16, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR 6 STAFF MEMBERS FROM INNOVATION & INSTRUCTIONAL SUPPORT TO ATTEND THE INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION (ISTE) CONFERENCE IN CHICAGO, ILLINOIS FROM JUNE 24 – 27, 2018**

Background: The International Society for Technology in Education (ISTE) Conference is globally recognized, as the most comprehensive educational technology conference of its kind. The event offers a myriad of professional learning opportunities for education leaders. Attendees have an opportunity to participate in a wide variety of educational sessions and hands-on learning environments while learning new strategies and gain exposure to relevant topics and trends in educational technology.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Cost not to exceed \$15,200 from the Innovation & Instructional Support budget (#409).

Recommendation: Approve out-of-state conference attendance for 6 staff members from Innovation & Instructional Support to attend the International Society for Technology in Education (ISTE) Conference in Chicago, Illinois from June 24 – 27, 2018.

JM:kv

CONSENT ITEM

DATE: January 16, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation & Instructional Support

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR 2 STAFF MEMBERS FROM INNOVATION & INSTRUCTIONAL SUPPORT TO ATTEND THE POWERSCHOOL USERS GROUP (PSUG) NATIONAL INFORMATION EXCHANGE & VENDOR EXPO IN LAS VEGAS, NEVADA, FROM JULY 15 – 19, 2018**

Background: The PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo is hosted by PowerSchool users and vendors whose products support the Fullerton School District PowerSchool student information system.

Trish Behlings and Beci Weed, Innovation & Instructional Support, have attended the conference the last six years and have gained invaluable knowledge from PowerSchool Users across the nation. This conference will provide Fullerton School District staff with an additional opportunity to gain knowledge and develop a network with industry experts and peers that can be utilized for support throughout the year.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Cost is not to exceed \$3,400 from the Innovation & Instructional Support budget (#409).

Recommendation: Approve out-of-state conference for 2 staff members from Innovation & Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 15 – 19, 2018.

JM:kv

CONSENT ITEM

DATE: January 16, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

Prepared by: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: **APPROVE/RATIFY CONTRACT FOR E-RATE COMPLIANCE SERVICES WITH CSM CONSULTING, INC., EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018 WITH AUTOMATIC ANNUAL RENEWALS**

Background: The District receives approximately \$250,000 a year under the Federal Communications Commission (FCC) E-Rate program. For the 2017/2018 school year CSM Consulting, Inc., was contracted to provide the E-Rate consulting services for the District working in conjunction with Innovation & Instructional Support. On July 26, 2016 the Board approved this contract which was for a term of one year. The contract stated that if either party wished out of the contract at the end of the fiscal year, the contract can be terminated without penalty. If neither party wished out of the agreement then the contract would automatically renew. While stated in the approved contract this was not specifically stated within the Board Item.

Rationale: Utilizing a profession E-Rate consultant will ensure the District is claiming the maximum amount of possible for reimbursement. The E-Rate reimbursement process is extremely complex. Utilizing a consultant ensures that the District is kept up-to-date on all rules and filing methods. Finally, using a consultant allows staff to work on high-priority District technology projects that are necessary for student achievement.

Funding: Cost not to exceed \$23,500 and is to be paid from the Innovation & Instructional Support budget (#409).

Recommendation: Approve/ratify Contract for E-Rate compliance services with CSM Consulting, Inc., with automatic annual renewals.

JM:SR:kv
Attachment



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fullerton School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN)Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
 - Invoice reconciliation for previous funding year disbursements
2. Act as District’s main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement shall amount to \$10,000 plus 10% of the total Form 471 applications filed (total billings not to exceed \$23,500) per year.

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective Term of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2016, or upon execution (whichever is later), through June 30, 2017. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is 1,499.00.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of «Proper».
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, This **26th** day of **July**, 2016.



_____, Vice President
David T. Cichella

_____, Title **Superintendent**

Robert Pletka, Ed.D. _____ Print Name
Fullerton School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 26th day of July, 2016 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fullerton School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018, 2019 are resolved or June 30, 2020. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Fullerton School District

Name: **Fullerton School District** _____

Print Name: **Robert Pletka, Ed.D.** _____

Title: **Superintendent** _____

CONSENT ITEM

DATE: January 16, 2017

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

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

PREPARED BY: Sung Chi, Coordinator, Educational Services

SUBJECT: **APPROVE ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND RYAN LEWIS TO PROVIDE AN EVALUATION OF EDUCATIONAL PROGRAMS RELATED TO STUDENT ACHIEVEMENT AND ENGAGEMENT FOR THE 2017/2018 SCHOOL YEAR**

Background: Board approval was granted on August 22, 2017 for the agreement with Ryan Lewis. An Addendum is requested for contract cost adjustment due to additional student assessment-related services are needed.

Rationale: Independent research will provide data on an educational program's impact on student engagement and achievement. It can also identify the program's areas of strength and weakness.

Funding: Cost not to exceed \$2,000 and is to be paid from the District Assessment fund (#508).

Recommendation: Approve Addendum between Fullerton School District and Ryan Lewis to provide an evaluation of educational programs related to student achievement and engagement for the 2017/2018 school year.

EF:SC:gl
Attachment

ADDENDUM

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT AND RYAN LEWIS

This addendum is to change the original amount agreed upon and Board approved on **August 22, 2017 (Item #1r)**. The original Contract was to provide an evaluation of educational programs related to student assessment-related services. Additional student assessment-related services are needed.

Original amount of Agreement:	\$ 3,000
Requested Increase:	\$ 2,000
Total Amended Cost:	\$ 5,000

Budget: Assessment Fund (#508)

Robert Pletka, Ed.D.
Superintendent
Fullerton School District

Date

Prepared by: _____
Emy Flores, Ed.D.
Assistant Superintendent
Educational Services

CONSENT ITEM

DATE: January 16, 2018

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 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND ANAHEIM ELEMENTARY SCHOOL DISTRICT FOR SPECIAL EDUCATION PROGRAMS AND SERVICES EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018**

Background: The Anaheim Elementary School District within this Memorandum of Understanding outlines the parameters within which their school district may provide special education programs and services to students when the district of residence does not have an appropriate placement for the child.

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Due to this, some students must be placed outside of the Fullerton School District.

Funding: Total cost of contract is not to exceed \$137,000 and is to be paid from Student Support Services General Fund (#710).

Recommendation: Approve/Ratify 2017/2018 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2017 through June 30, 2018.

EF:RG:vm
Attachment

MEMORANDUM of UNDERSTANDING BETWEEN
ANAHEIM ELEMENTARY SCHOOL DISTRICT
AND
FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPAs) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Anaheim Elementary School District (hereinafter referred to as the "Provider District") and the Fullerton School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to inter-district attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2017, through June 30, 2018.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2017-18 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting. Assessments will be performed by the Provider District, unless the Sending District requests otherwise.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July, 2017 through June, 2018. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the Special Schools Program, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Special Schools Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the cost of services based on the schedule attached hereto as Exhibit A.

9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments. In the event the Provider District fails to send a final accounting to the Sending District by October 31 of the following year, the Sending District shall not be liable for our Special Education program costs associated with the student involved.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in Special Schools Programs based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions or employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

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

APPROVED BY:

Anaheim Elementary School District
PROVIDER DISTRICT

Fullerton School District
SENDING DISTRICT

BY: 
(Authorized Agent Signature)

BY: _____
(Authorized Agent Signature)

Kristin Cinco, Sr. Director of
Special Services/SELPA
(Print Name)

(Print Name)

DATE: 11/13/2017

DATE: _____

BOARD APPROVAL: 10/11/2017

BOARD APPROVAL: _____

SPECIAL ED MOU
7/16

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

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

APPROVED BY:

Anaheim Elementary School District
PROVIDER DISTRICT

Fullerton School District
SENDING DISTRICT

BY: _____
(Authorized Agent Signature)

BY: _____
(Authorized Agent Signature)

Kristin Cinco, Sr. Director of
Special Services/SELPA
(Print Name)

(Print Name)

DATE: _____

DATE: _____

BOARD APPROVAL: _____

BOARD APPROVAL: _____

SPECIAL ED MOU
7/16

ANAHEIM ELEMENTARY SCHOOL DISTRICT
Visually Impaired Program
District Bill- Back Projected Calculations
2017-18

PROJECTED EXPENDITURES

Intinerant VI Teachers Salary + Statutory Benefits	\$ 64,199
Intinerant VI Teacher H&W Benefits	\$ 4,672
Classroom Teachers Salary + Statutory Benefits	\$ 121,228
Classroom Teacher H&W Benefits	\$ 18,140
Braille Transcriber Salary + Statutory Benefits	\$ 39,498
Braille Transcriber H&W Benefits	\$ 14,848
Instructional Aides Salary + Statutory Benefits	\$ 53,286
Instructional Aides H&W Benefits	\$ 28,880
Total	\$ 344,751
Total Cost X 1.4	\$ 482,651
Mobility Specialist Salary + Statutory Benefits	\$ 95,644
Mobility Specialist H&W Benefits	\$ 7,120
Total	\$ 102,764
Total Projected Expenditures	\$ 585,416
Number of students	4
Cost per Student	\$ 146,354
Base Revenue Offset (Subject to Change)	\$ (10,113)
Net <u>Projected</u> Cost per Student	\$ 136,241

CONSENT ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Laurie Bruneau, Risk Manager, Administrative Services
SUBJECT: APPROVE/RATIFY CONTRACT WITH ARTHUR J. GALLAGHER & CO. INSURANCE BROKERS OF CA, INC., TO CONTINUE ENVIRONMENTAL LIABILITY COVERAGE FOR FISLER EFFECTIVE NOVEMBER 21, 2017

Background: Fisler Elementary school was constructed in 2003 on the former site of Hughes Aircraft facility. At that time environmental protection laws were upgraded and a new legislation required a new level of investigation and approval of all school sites by the Department of Toxic Substances Control. The District decided to secure an insurance policy to help protect against any possible environmental claims associated with this property.

The original policy was taken out in 2002 and renewed in 2012 and is currently up for renewal. The renewed contract is available for review in the Risk Management Office.

Rationale: Environmental liability coverage protects the District in the event of an occurrence reported related to any unknown environmental condition.

Funding: Total cost not to exceed \$44,750 paid from District 48 (Amerige Heights).

Recommendation: Approve/Ratify contract with Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. to continue environmental liability coverage for Fisler effective November 21, 2017.

CH:LB:lc

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE THE 2017/2018 TENTATIVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)**

Background: The Board of Trustees takes action to approve agreements between the District and its various associations. The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Board of Trustees for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Rationale: A tentative agreement has been reached between the District and Fullerton Elementary Teachers Association and must now be ratified by the Board of Trustees.

Funding: General Fund and Child Development Services accounts.

Recommendation: Approve the 2017/2018 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

CH:nm
Attachment

**Fullerton School District
and
Fullerton Elementary Teachers Association**

2017-2018 Tentative Agreement

Article 5 – Association Rights

- E. Names and assignments of all employees represented by the Association shall be provided to the Association no later than November 1 of each school year. The Board shall make subsequent information available as it becomes known.

Within 30 days of hire or by the first pay period of the month following the hire, the District shall provide the Association president with the name; job title; department; work location; work, home, and personal cellular telephone numbers; personal email addresses on file with the employer; and home address of the newly hired employees represented by the Association.

- G. **The District and Association shall collaboratively plan the new certificated employee pre-school orientation meeting at least ten (10) days prior to the date of the new certificated employee pre-school orientation session.** Time will be provided on the agenda of any District pre-school **new certificated employee** orientation session for announcements by Association spokespersons of upcoming Association activities or programs.

The District shall notify the Association within ten (10) days after the start date for any new employees represented by the Association who begins in a new assignment after the beginning of the school year and therefore is not able to attend the new certificated employee pre-school orientation session. The new employee represented by the Association will be released from a teacher collaboration early release Wednesday within thirty (30) calendar days of hire in order for an Association spokesperson to provide information on upcoming Association activities or programs.

Article 8 – Hours of Employment

- G. The use of restructured Wednesdays should be reviewed by staff at school sites and calendared in advance to assist all school staff in their planning. The use of the restructured Wednesdays shall be utilized in accordance with Section “A” above, and ~~may be used for the following activities~~ **examples of activities that may be done for each type of Wednesday will be provided by a joint memo between FETA and the District to be distributed no later than March 30, 2018.**

~~Staff presentations
Grade level/school wide collaboration
Review and analysis for assessment results/student work
Adjust lesson plans based upon student assessment results
Lesson planning for differentiated instruction
Determining intervention/remedial groups
GLIT/PIT/PEER
Lesson design
Setting key standards
Curriculum mapping
Developing best practices for instruction
Building learning teams
Coaching and reflection
Professional Learning Communities activities
Individual teacher preparation to improve student achievement~~

1. All Wednesday Early Release Day schedules will be collaboratively developed and calendared in conjunction with the student attendance calendar by the District and the Negotiations Teams. Wednesday Early Release Days will continue to be designated for District, Principals, Grade Levels, and Teachers. Principal Wednesday staff development agendas will be collaboratively developed by

each site principal and staff and will include time for practical planning and implementation of new material.

2. For school years 2016-2017 and 2017-2018, it is agreed that the District will change four (4) District Wednesdays to *Teacher Plan* Wednesdays for the months of August, December, April, and May (see attached calendar). All other Wednesdays will remain the same. 2017-2018 will have the same formatting as the 2016-2017 calendar year with regard to Wednesdays.

Wednesdays will remain the same. 2017-2018 will have the same formatting as the 2016-2017 calendar year with regard to Wednesdays.

The thirty-eight (38) Early Release Wednesdays shall be allocated as follows:

• Teacher planning -	11 Wednesdays (29%)
• Grade level planning -	10 Wednesdays (26%)
• Conference Preparation -	2 Wednesdays (5%)
• Parent Conferences -	2 Wednesdays (5%)
• Report Card Preparation -	3 Wednesdays (8%)
• Principal/District PD -	8 Wednesdays (22%)
• Regular Student Days -	2 Wednesdays (5%)

If the number of Wednesdays in a school year is more or less than thirty-eight (38), the District and Negotiations Team shall collaboratively adjust the number of Wednesdays above keeping the percentages as close as possible to those listed above.

- K. The first two (2) contracted non-student duty days be shared equally between the District/Site Administration and the teachers. The District/Site Administration shall use the first contracted non-student duty. Teachers shall use the second contracted non-student duty day in order to prepare for the upcoming school year.**

Article 12 – Peer Assistance and Review

Article 12 Peer Assistance and Review:

The Association and the District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers participating in the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

Section 1: Definitions for Purposes of this Agreement

- A. **PAR Program:** Allows exemplary teachers to assist other teachers in the areas of subject matter knowledge, teaching strategies, classroom management and/or teaching methods and instruction (as outlined in the Certificated Employee Summary Evaluation in the following categories: Student Progress, Learning Environment and Other Professional Responsibilities).
- B. **Referred Participating Teacher:** Any teacher with permanent status who has received an assistance plan pursuant to Article 11, Section C5 and whose last overall performance evaluation was rated as “Does Not Meet Expectations”.
- C. **Voluntary Participating Teacher:** Any teacher with permanent status who volunteers to participate in PAR.
- D. **PAR Consulting Teacher- Support Provider:** An exemplary teacher meeting the requirements of this agreement and selected by the Joint Panel to provide assistance to a Participating Teacher. ~~If an assignment to work with a Participating Teacher is not available, the Support Provider may be assigned to serve as a Staff Development Teacher.~~
- E. ~~Staff Development Teacher:~~ A teacher selected to develop and provide specific in-service training and

~~workshops to meet teacher staff development needs.~~

- F. ~~New Teacher Support Provider: A teacher selected to provide direct assistance to teachers new to the District who do not qualify for the State BTSA Program.~~
- G. ~~Hourly Support Provider: A teacher selected by the Joint Panel to provide assistance to teachers for a limited time.~~
- E. ~~H.~~ Joint Panel: A committee comprised of teachers and administrators whose responsibility is to direct the PAR program.

Section 2: Joint Panel

- A. The Peer Assistance Program will be administered by a Joint Panel. The Panel shall consist of:
1. Four (4) teachers selected by the Association. The Association may appoint one alternate teacher. The teachers should not be currently serving as or applying for the position of ~~Support Provider or Staff Development Teacher.~~ **Support Provider.**
 2. Three (3) school site administrators selected by the District.
 3. The Director of Education Services **or Designee** will serve as a liaison between the Joint Panel and Educational Services to facilitate budget planning, dissemination of information, and staff development and not be a voting member of the Panel.
- B. The Joint Panel shall regulate its own operations, subject to State laws and existing Board Policies.
- C. The Joint Panel members shall use their best efforts to reach consensus on all panel actions when a quorum is present. Absent consensus, actions shall be approved by majority vote. A quorum is defined to be a minimum of five (5) members of the seven (7) Joint Panel members, with at least one more teacher than administrator present.
- D. Responsibilities of the Joint Panel members shall include the following:
1. Participate in annual training.
 2. Elect a Chairperson at the first meeting.
 3. Establish a calendar of meeting dates.
 4. Collaborate with Educational Services to develop an annual budget utilizing the ABIX Funds received by the District from the State.
 5. Select and assign ~~Consulting Teachers, Staff Development Teachers, New Teacher Support Providers, and Hourly Support Providers~~ based upon identified need.
 6. Design the documentation format to be used by Support Providers.
 7. Review ~~Consulting Teachers'~~ **Support Provider's** reports on each Referred Participating Teacher and recommend continued participation if necessary.
 8. Make confidential reports to the Superintendent or designee regarding the progress of each Referred Participating Teacher that shall be made available for placement in his or her personnel file.
 9. Submit an annual evaluation of the impact of the PAR Program, including recommendations for improvement, to the Superintendent or designee as a representative of the Board of Trustees and to the FETA President.
 10. All records shall be maintained by the Director of Educational Services **or Designee.**
 11. Change assignments of ~~Consulting Teachers~~ **Support Providers** as necessary.
 12. Discontinue term of service for ~~Support Providers, Staff Development Teachers and New Teacher Support Providers~~ **Support Provider** if necessary.
- E. Appointments to the Joint Panel shall be for three (3) years.

Section 3: ~~Consulting Teacher (CT)~~ **Support Provider**

- A. The qualifications for the ~~Consulting Teacher~~ **Support Provider** shall be established by the Joint Panel,

provided the teacher has:

1. A credential and permanent status.
2. At least three (3) years of in-district teaching experience.
3. Substantial recent classroom experience.
4. Demonstrated exemplary teaching ability.

B. The application process for the position of ~~Consulting Teacher~~ **Support Provider** will include:

1. Written application screening, including ~~three~~ two references (one from ~~the site a building~~ principal and one from another individual with direct knowledge of the applicant's abilities for the position). ~~or immediate supervisor, one from another classroom teacher and one from another individual with direct knowledge of the applicant's abilities for the position).~~
2. Interviews of candidates.
3. Classroom **visitation** ~~observation~~ for finalists.

C. ~~Consulting Teachers~~ **Support Providers** will be available to provide services as needed.

D. The ~~Consulting Teachers~~ **Support Providers** shall serve as determined by the PAR Panel.

E. Responsibilities of the ~~Consulting Teachers~~ **Support Provider**:

1. Attend training as specified by the Joint Panel.
2. The ~~Consulting Teachers~~ **Support Provider** and the Site Administrator shall meet with the Referred Participating Teacher to discuss the PAR Program and to establish mutually agreed upon performance goals.
3. The ~~Consulting Teachers~~ **Support Provider** and the Referred Participating Teacher shall develop the PAR Assistance Plan in the specific areas targeted in the evaluation by the Principal and develop a process for determining successful completion of the PAR Program.
4. The ~~Consulting Teachers~~ **Support Provider** shall coordinate resources and activities to assist the Referred Participating Teacher in meeting the goals identified in the evaluation by the Principal.
5. The ~~Consulting Teachers~~ **Support Provider** shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
6. The ~~Consulting Teachers~~ **Support Provider** shall monitor the progress of the Referred Participating Teacher and shall submit to and discuss with the Referred Participating Teacher, Principal and Joint Panel periodic written reports.
7. The ~~Consulting Teachers~~ **Support Provider** shall discuss his/her report with the Referred Participating Teacher to receive his or her signature before submitting the report to the Joint Panel.

Section 4: Participating Teachers (Referred or Voluntary)

- A. The Referred Participating Teacher shall have the right to submit a written response to the ~~Consulting Teacher's~~ **Support Provider's** report within ten (10) working days and have it attached to the final report.
- B. The Referred Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.
- C. A Participating Teacher will be assigned to a ~~Consulting Teacher~~ **Support Provider** from a panel of teachers by the Joint Panel. The Participating Teacher may petition the Joint Panel for a different ~~Consulting Teacher~~ **Support Provider**.
- D. The Participating Teacher has the right of representation by the Association at any Joint Panel Meeting or any meeting with administrators, if the Participating Teacher's presence is required.
- E. A Referred Participating Teacher may have all documents pertaining to his/her participation in the PAR program removed from his/her personnel file, if, after two years the Referred Participating Teacher has demonstrated sufficient sustained improvement.
- F. Voluntary Participating Teachers shall NOT have any materials generated as a result of said participation

placed in their personnel files.

Section 5: Staff Development

The District and the Association recognize the need to provide ongoing programs of staff development for all teachers. It is further acknowledged that such programs are best provided using the expertise of exemplary teachers, and school and District level administrators.

- A. ~~Staff Development Teachers will develop and provide specific in-service training and workshops and will be selected by the Joint Panel based upon the criteria listed above in Section 3 under Support Provider. Their term will be three (3) years with an option to re-apply.~~
- B. ~~New Teacher Support Providers will provide direct assistance to teachers new to the District who do not qualify for the BTSA program. They will be selected in the same manner, as BTSA Support Providers and release time will be provided as needed.~~

Section 6: Compensation

- A. ~~Consulting Teachers, Staff Development Teachers, New Teacher Support Providers, and Hourly Support Providers will receive release time as needed to perform their duties.~~
- B. A stipend of up to 90 hours times the contractual hourly rate of pay per academic year will be provided to ~~Consulting Teachers~~ **Support Providers** per assigned ~~referred~~ **mandatory participating teacher and up to 30 hours for a voluntary participating teacher.**
- C. ~~Support Providers not assigned a participating teacher may be designated as a Staff Development Teacher or Hourly Support Provider (HSP). Staff Development or HSP teachers shall be compensated at the contractual hourly rate times the number of hours assigned to a project.~~
- C. ~~D.~~ Teacher members of the Joint Panel will receive release time as needed to perform their duties. A stipend of \$1,000 per academic year will be provided. ~~Should the alternate member assume the regular duties of a teacher member, the alternate will receive a prorated share of the annual compensation. The non-voting alternate will receive a stipend of \$1,000 compensation for sub-planning time to attend PAR Joint Panel meetings (up to two hours) when requested to attend by the PAR Joint Panel.~~
- E. ~~New Teacher Support Providers and Hourly Support Providers will be paid the contractual hourly rate up to 30 hours for the amount of hours needed outside of the contractual day.~~

Section 7: Funding

State Funds for PAR may also be expended for any program that supports the training and development of teachers as directed by the Joint Panel. PAR may be terminated in the event that the State eliminates funding.

Section 8: Other Provisions

- A. Hold Harmless Clause. Support Providers or Joint Panel Members under this document shall have the same protection from liability and access to appropriate defense as other public employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.
- B. Functions performed by teachers in accord with this agreement shall not constitute either management or supervisory functions as defined by Government Code Section 3540(g) and (m).
- C. Alleged violations of PAR procedures only are subject to the grievance procedure.
- D. All proceedings and materials related to the administration of this article shall be strictly confidential. Joint Panel Members and Support Providers may only disclose such information as necessary to administer this Article. Any Joint Panel member or Support Provider shall be dismissed from this position for violating this confidentiality clause.

Article 13 - Leaves of Absence

Child Bonding Leave

1. **Definition. "Parental Leave" for this subsection of Article 13 means leave for the purpose of bonding with the employee's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.**
2. **Employees shall use current and accumulated sick leave for parental leave, for up to twelve (12) workweeks.**
3. **When an employee with at least one (1) year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, the unit member shall be entitled to difference pay, the difference between the employee's salary and the cost of a long-term substitute teacher's salary, for the remainder of the twelve (12) week period.**
4. **The employee must give the District at least thirty (30) days' advance notice of the employee's intention to use parental leave and the anticipated dates of the leave.**
5. **Parental leave must be used within twelve months following the birth or placement of the child. An employee shall not be provided more than one twelve (12) week period per child bonding leave. However, if a school year terminates before the twelve (12) week period is exhausted; the employee may take the balance of the twelve (12) week period in the subsequent school year.**
6. **If both parents are employed by the District and eligible for parental leave, the combined total of parental leave between both parents shall not exceed twelve (12) weeks.**
7. **Parental leave must be taken in increments of at least two (2) weeks duration.**
8. **Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed twelve (12) workweeks in any twelve (12) month period.**

Article 14 – Class Size

- A. For 2016 ~~thru~~ **through** June 2018 ~~2021~~ the class size averages will be:
- Kindergarten: Maintain current statewide formula for Kindergarten within the District. Class sizes will not exceed 33:1 and the District-wide average for kindergarten will not exceed 31:1 as measured ~~by~~ **at** P-2.
 - First-Third: Class sizes will not exceed 32:1 on a school site and will not exceed 29.9:1 on a District-wide average as measure ~~by~~ **at** P-2.
 - Fourth-Eighth: Class size average will not exceed 29.9:1 on a District-wide basis as measured at P-2.
 - Individual elementary fourth-sixth grade class sizes will not exceed 34:1 as measured ~~by~~ **at** P-2.
 - Individual junior high/middle school classes will not exceed 210 rostered students per teacher, averaged over both semesters, with the exception of high load classes (i.e., PE, electives, etc.). Student aides and homeroom counts will not factor into the calculation. By signed mutual agreement between the teacher and the principal , the class size average of 210 can be increased to, but not exceed 216.

Class Size – Special Education: Special Day Classes

Every effort will continue to be made to follow the guidelines of best practices in all SDC class sizes (pre-school – upper grade) for student to adult ratios. When best practices are called in question the coordinator responsible will be asked to review the caseload and make recommendations.

It is also recommended that SDC configuration and best practices be discussed by the Special Education Sub-committee as was the original intent.

Class Size – General Education Classes with Mainstreamed Special Day Class Students
When at the beginning of the year classroom assignment are made, if a classroom is designated to participate in daily mainstreaming of Special Day Class students, the class size will be reduced by one (1) general education student for every three (3) Special Day Class students that are mainstreamed into the general education classroom for one (1) hour or

more per day.

The District and FETA agree to reopen this Article for the 2018-2019 negotiations in order to evaluate the efficacy of above class size adjustment.

B. Individual class size may fluctuate, within District allocations, depending on factors including, but not limited to:

- Student Welfare
- Instructional Goals
- Special Program Funding Requirements
- Multi-grade Classes
- Differentiated Staffing Patterns
- Grade Level Enrollments
- Approved Experimental or Pilot Programs
- Flexible Scheduling
- Team Teaching
- Program Activities
- Bilingual Classes
- ESL Classes
- Classes Containing Mainstreamed Special Education or ESL Students

Article 16 – Salaries

A. ~~Two~~ **One** percent on schedule salary adjustment retroactive to July 1, ~~2016~~ **2017** for employees who are in paid status with the District at the time of Association ratification.

A one-time off the salary schedule payment equal to one percent of an employee's 2017-2018 base salary as listed on the 2017-2018 schedule who are in paid status with the District at the time the one-time payment is issued. The one-time off the salary schedule payment shall be paid within 90 days of approval by the Fullerton School District Board of Trustees.

Article 17 – Fringe Benefits

A. Medical

i) The District shall pay the actual cost of Medical insurance premiums up to \$16,600 annually for full-time benefits eligible employees **who qualify for single and two-party health insurance plans and \$17,100 annually for full-time benefits eligible employees who qualify for family health insurance plans.** The annual vendor premiums shall be paid via tenths payroll deductions. **Upon ratification this change will be retroactive to July 1, 2017. When the rates are issued for the 2018-2019 health benefits year, the parties agree to open negotiations for 2018-2019 to negotiate at least one (1) family health insurance plan with zero monthly contribution from the employee.**

Article 23 – Early Retirement

See separate MOU.

Article 29 – Miscellaneous Provisions

H. K-1-2 Testing Teacher Support - Each site principal will include in the Single Plan for Student Achievement support for K-1-2 teachers to conduct District mandated testing (e.g. substitutes, use PE/PLC time, utilize parents, or other creative solutions).

I. Combination Classes – Principals at each site will make a reasonable effort to assign combination classes on a rotating basis, unless a teacher specifically agrees to take the combination assignment. **Teachers who are assigned to and teach a combination class for a school year shall be paid an annual stipend of \$2,000 on the last paycheck of the school year.**

K. Preschool Teachers: Preschool Teachers who have been employed with the District for two (2) or

more years shall be given permanent status with the District. Preschool Teachers with less than two (2) years of District service shall follow the regular temporary and/or probationary contract process.

The seniority date for each Preschool Teacher shall be the first day of paid District service with no breaks in service. If two (2) or more Preschool Teachers have the same seniority date, the District and FETA shall pick lots to determine the order of seniority.

L. Teachers assigned to RTI, and/or Costen mentor positions that are returned to the classroom either voluntarily or involuntarily, shall be placed upon the site seniority list of the site where they were assigned as a RTI and/or Costen mentor.

If there are more teachers than the number of allocated teacher positions for a school site due to a RTI and/or Costen mentor returning to the classroom; the Administrator shall first determine if there are volunteers for transfer. If there are no volunteers, the immediate Administrator shall use the following criteria in designating the transferee:

1. Credentials to perform the required services in remaining positions.
2. Specialized training and experience needed in a particular assignment.
3. All other factors being equal, the teacher with the least District seniority at the school shall be transferred. Whenever the District determines that a certificated staff member is to be involuntarily transferred, the staff member shall be notified in writing within ten (10) days.

Appendix D – Teacher Salary Schedule Rules

D. Initial Placement on Schedules

Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) full year (75% or more of the total service days) of credentialed classroom teaching experience. **Beginning January 1, 2018 up to a the maximum number of five (5) increments shall be ten (10) increments. Employees hired between July 1, 2012 and the DATE OF RATIFICATION shall be placed upon the step they would be on for the 2017-2018 school year had this article been in effect when the employee was hired with no retroactive adjustments.** All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.

Credit for service outside the District shall be allowed on the salary schedule for nurses and speech pathologists at the rate of one (1) increment (step) for one full year of experience up to a maximum of ~~five (5)~~ **ten (10)** increments. **Beginning January 1, 2018 Nurses and speech pathologists hired between July 1, 2012 and the DATE OF RATIFICATION shall be placed upon the step they would be on for the 2017-2018 school year had this article been in effect when the employee was hired with no retroactive adjustments.**

Effective DATE OF RATIFICATION a signing bonus of \$5,000 shall be provided to all newly hired speech pathologists completing three full years (75% or more of the total service days) of paid certificated service. \$2,500 shall be paid upon the completion of the first full year (75% or more of the total service days) of paid certificated service. The remaining \$2,500 shall be paid upon the completion of the third full year (75% or more of the total service days) of paid certificated service.

Stacy Hollenbeck
FETA Negotiations Chair

Chad Hammitt, Ed. D.
Assistant Superintendent Personnel Services
Fullerton School District

Date

Date

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fullerton Elementary School District - Fullerton Elementary Teachers Association

School District - Bargaining Unit: (FETA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2017 and ending: June 30, 2018
(date) (date)

The Governing Board will act upon this agreement on: January 16, 2018
(date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2017-18	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease) FY
1	Salary Schedule Increase (Decrease)	\$ 53,698,373.00	\$ 536,984	\$ -	\$ -
			1.00%	0.00%	0.00%
2	Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 859,174.00	\$ 13,747	\$ -	\$ -
			1.60%	0.00%	0.00%
3	Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) 1% off schedule bonus Description of other compensation - \$2,000 combo class stipend (38 employees)	\$ -	\$ 542,354	\$ -	\$ -
			1.00%	0.00%	0.00%
		\$ 76,000			
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 9,950,309	\$ 200,001	\$ -	\$ -
			2.01%	0.00%	0.00%
5	Health/Welfare Plans	\$ 8,883,635	\$ 147,000	\$ -	\$ -
			1.65%	0.00%	0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 73,391,491	\$ 1,516,086.00	\$ -	\$ -
7	Total Number of Represented Employees (Use FTEs if appropriate)	576.28	576.28	576.28	576.28
8	Total Compensation <u>Average</u> Cost per Employee	\$ 127,354	\$ 2,631	\$ -	\$ -
			2.07%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Year 1: One percent salary schedule increase for all current employees. (Effective July 1, 2017); one percent off salary bonus. \$2,000 combo class stipend (38 teachers).

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

None

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Medical insurance premiums paid up to \$16,600 annually for full-time employees for single and two-party plans. Effective July 1, 2017 the cap went up \$500 to \$17,100 for the family plan.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will increase our deficit spending amount by the amount of the 1% on schedule and 1% off and also the increase of the Health cap by \$500/per employee in Family Plan. The funding will be coming from current year revenue as well as the ending fund balance.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund unrestricted revenue.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

General Fund unrestricted revenue and District's ending fund balance.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

District's ending fund balance.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/31/17)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 108,563,054	\$ -	\$ -	\$ 108,563,054
Remaining Revenues (8100-8799)	\$ 4,889,809	\$ -	\$ -	\$ 4,889,809
TOTAL REVENUES	\$ 113,452,863	\$ -	\$ -	\$ 113,452,863
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 50,789,272	\$ 962,603	\$ -	\$ 51,751,875
Classified Salaries (2000-2999)	\$ 13,545,889	\$ -	\$ -	\$ 13,545,889
Employee Benefits (3000-3999)	\$ 23,104,127	\$ 280,810	\$ -	\$ 23,384,937
Books and Supplies (4000-4999)	\$ 6,839,816	\$ -	\$ -	\$ 6,839,816
Services, Other Operating Expenses (5000-5999)	\$ 6,621,419	\$ -	\$ -	\$ 6,621,419
Capital Outlay (6000-6599)	\$ 115,967	\$ -	\$ -	\$ 115,967
Other Outgo (7100-7299) (7400-7499)	\$ 845,266	\$ -	\$ -	\$ 845,266
Direct Support/Indirect Cost (7300-7399)	\$ (980,504)	\$ -	\$ -	\$ (980,504)
Other Adjustments				
TOTAL EXPENDITURES	\$ 100,881,252	\$ 1,243,413	\$ -	\$ 102,124,665
OPERATING SURPLUS (DEFICIT)	\$ 12,571,611	\$ (1,243,413)	\$ -	\$ 11,328,198
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (16,526,618)	\$ (196,919)	\$ -	\$ (16,723,537)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (3,955,007)	\$ (1,440,332)	\$ -	\$ (5,395,339)
BEGINNING BALANCE	\$ 34,324,439			\$ 34,324,439
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 30,369,432	\$ 28,929,100	\$ 28,929,100	\$ 28,929,100
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 109,113	\$ -	\$ -	\$ 109,113
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,190,485	\$ 43,210	\$ -	\$ 4,233,695
Unassigned/Unappropriated (9790)	\$ 22,069,834	\$ (1,483,542)	\$ -	\$ 20,586,292

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/31/17)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 18,667,297	\$ -	\$ -	\$ 18,667,297
TOTAL REVENUES	\$ 18,667,297	\$ -	\$ -	\$ 18,667,297
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 11,299,913	\$ 206,482	\$ -	\$ 11,506,395
Classified Salaries (2000-2999)	\$ 7,832,942	\$ -	\$ -	\$ 7,832,942
Employee Benefits (3000-3999)	\$ 6,988,072	\$ 66,191	\$ -	\$ 7,054,263
Books and Supplies (4000-4999)	\$ 6,279,075		\$ (75,754)	\$ 6,203,321
Services, Other Operating Expenses (5000-5999)	\$ 4,136,720	\$ -	\$ -	\$ 4,136,720
Capital Outlay (6000-6599)	\$ 903,861	\$ -	\$ -	\$ 903,861
Other Outgo (7100-7299) (7400-7499)	\$ 851,800	\$ -	\$ -	\$ 851,800
Direct Support/Indirect Cost (7300-7399)	\$ 509,176	\$ -	\$ -	\$ 509,176
Other Adjustments				
TOTAL EXPENDITURES	\$ 38,801,559	\$ 272,673	\$ (75,754)	\$ 38,998,478
OPERATING SURPLUS (DEFICIT)	\$ (20,134,262)	\$ (272,673)	\$ 75,754	\$ (20,331,181)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 16,526,618	\$ 196,919	\$ -	\$ 16,723,537
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (3,607,644)	\$ (75,754)	\$ 75,754	\$ (3,607,644)
BEGINNING BALANCE	\$ 3,607,644			\$ 3,607,644
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ -	\$ (75,754)	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/31/17)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 108,563,054	\$ -	\$ -	\$ 108,563,054
Remaining Revenues (8100-8799)	\$ 23,557,106	\$ -	\$ -	\$ 23,557,106
TOTAL REVENUES	\$ 132,120,160	\$ -	\$ -	\$ 132,120,160
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 62,089,185	\$ 1,169,085	\$ -	\$ 63,258,270
Classified Salaries (2000-2999)	\$ 21,378,831	\$ -	\$ -	\$ 21,378,831
Employee Benefits (3000-3999)	\$ 30,092,199	\$ 347,001	\$ -	\$ 30,439,200
Books and Supplies (4000-4999)	\$ 13,118,891	\$ -	\$ (75,754)	\$ 13,043,137
Services, Other Operating Expenses (5000-5999)	\$ 10,758,139	\$ -	\$ -	\$ 10,758,139
Capital Outlay (6000-6599)	\$ 1,019,828	\$ -	\$ -	\$ 1,019,828
Other Outgo (7100-7299) (7400-7499)	\$ 1,697,066	\$ -	\$ -	\$ 1,697,066
Direct Support/Indirect Cost (7300-7399)	\$ (471,328)	\$ -	\$ -	\$ (471,328)
Other Adjustments				
TOTAL EXPENDITURES	\$ 139,682,811	\$ 1,516,086	\$ (75,754)	\$ 141,123,143
OPERATING SURPLUS (DEFICIT)	\$ (7,562,651)	\$ (1,516,086)	\$ 75,754	\$ (9,002,983)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (7,562,651)	\$ (1,516,086)	\$ 75,754	\$ (9,002,983)
BEGINNING BALANCE	\$ 37,932,083			\$ 37,932,083
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 30,369,432	\$ 28,853,346	\$ 28,929,100	\$ 28,929,100
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 109,113	\$ -	\$ -	\$ 109,113
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,190,485	\$ 43,210	\$ -	\$ 4,233,695
Unassigned/Unappropriated (9790)	\$ 22,069,834	\$ (1,483,542)	\$ -	\$ 20,586,292

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	2017-18	2018-19	2019-20
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 108,563,054	\$ 111,369,304	\$ 112,521,485
Remaining Revenues (8100-8799)	\$ 23,557,106	\$ 21,716,855	\$ 21,804,879
TOTAL REVENUES	\$ 132,120,160	\$ 133,086,159	\$ 134,326,364
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 63,258,270	\$ 63,909,401	\$ 64,670,952
Classified Salaries (2000-2999)	\$ 21,378,831	\$ 21,592,619	\$ 21,808,546
Employee Benefits (3000-3999)	\$ 30,439,200	\$ 32,877,902	\$ 35,384,911
Books and Supplies (4000-4999)	\$ 13,043,137	\$ 6,403,300	\$ 6,601,577
Services, Other Operating Expenses (5000-5999)	\$ 10,758,139	\$ 9,423,537	\$ 9,610,107
Capital Outlay (6000-6999)	\$ 1,019,828	\$ 1,019,828	\$ 1,019,828
Other Outgo (7100-7299) (7400-7499)	\$ 1,697,066	\$ 1,697,066	\$ 1,697,066
Direct Support/Indirect Cost (7300-7399)	\$ (471,328)	\$ (471,328)	\$ (471,328)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 141,123,143	\$ 136,452,325	\$ 140,321,659
OPERATING SURPLUS (DEFICIT)	\$ (9,002,983)	\$ (3,366,166)	\$ (5,995,295)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (9,002,983)	\$ (3,366,166)	\$ (5,995,295)
BEGINNING BALANCE	\$ 37,932,083	\$ 28,929,100	\$ 25,562,934
CURRENT-YEAR ENDING BALANCE	\$ 28,929,100	\$ 25,562,934	\$ 19,567,639
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 109,113	\$ 109,113	\$ 115,681
Restricted Reserves (9740)	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,233,695	\$ 4,093,570	\$ 4,209,650
Unassigned/Unappropriated (9790)	\$ 20,586,292	\$ 17,360,251	\$ 11,242,308

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 141,123,143	\$ 136,452,325	\$ 140,321,659
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 4,233,694	\$ 4,093,570	\$ 4,209,650

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 4,233,695	\$ 4,093,570	\$ 4,209,650
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 20,586,292	\$ 17,360,251	\$ 11,242,308
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 24,819,987	\$ 21,453,821	\$ 15,451,958
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A - They agree.

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fullerton School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Fullerton Elementary Teachers Association (FETA) Bargaining Unit, during the term of the agreement from July 1, 2017 to June 30, 2018.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>\$ -</u>
<u>Expenditures/Other Financing Uses</u>	<u>\$ 1,516,086.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>\$ (1,516,086.00)</u>

N/A ____ (No budget revisions necessary)



District Superintendent
(Signature)

1/3/2018

Date



Chief Business Officer
(Signature)

1/3/2018

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

1/16/2018

Date

President or Clerk of Governing Board
(Signature)

1/16/2018

Date

Melissa Greenwood, Director Business Services

Contact Person

714-447-7415

Phone

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE PAL ADVISORY COMMITTEE MOU BETWEEN FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: In the spirit of PAL, the Fullerton School District has continued to work diligently with the Fullerton Elementary Teachers Association (FETA) to create meaningful practices and processes that serve the District as a whole. This MOU allows for the creation of an advisory committee that will focus specifically on site leadership trainings.

Rationale: This MOU will establish a governing body to identify training dates for the 2018/2019 school year.

Funding: Not applicable.

Recommendation: Approve PAL Advisory Committee MOU between Fullerton School District and Fullerton Elementary Teachers Association.

CH:nm
Attachment

MEMORADUM OF UNDERSTANDING
Between
Fullerton School District and Fullerton Elementary Teachers Association

December 8, 2017

This Memorandum of Understanding is subject to the ratification of members of the Fullerton Elementary Teachers Association (FETA) and the Board of Trustees of the Fullerton School District (FSD).

The parties agree to form a Partnership between Administration and Labor (PAL) Committee that will focus specifically upon Site Leadership Team Training guidelines, expectations, and authority. The Site Leadership Team Committee will also focus on Leadership Team structure, dates for the Site Leadership Team Training(s), and functions of an effective Site Leadership Team. By June 1, 2018 the Site Leadership Team Committee will have determined guidelines, expectations, and authority for an effective leadership team and establish training dates for the 2018-2019 school year.

The parties agree to form a PAL Advisory Council to address issues which impact more than one department. The PAL Advisory Council will hold its first meeting no later than February 28, 2018.

This MOU is non-precedent setting.

Stacy Hollenbeck
Negotiations Chairperson
FETA

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

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE SUPPLEMENTAL RETIREMENT MOU BETWEEN FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: The Fullerton School District and the Fullerton Elementary Teachers Association (FETA) have proposed a supplemental retirement agreement based on an in-depth employee assessment conducted by PARS.

Rationale: This MOU provides a retirement compensation package for eligible employees and allows the District to begin early recruitment efforts for the 2018/2019 school year.

Funding: Cost is contingent upon the number of eligible employees and will be paid from the District's General Fund.

Recommendation: Approve Supplemental Retirement MOU between Fullerton School District and Fullerton Elementary Teachers Association.

CH:nm
Attachment

MEMORADUM OF UNDERSTANDING
Between
Fullerton School District and Fullerton Elementary Teachers Association

December 8, 2017

This Memorandum of Understanding is subject to the ratification of members of the Fullerton Elementary Teachers Association (FETA) and the Board of Trustees of the Fullerton School District (FSD).

FSD will offer a supplementary retirement plan at varied percentages from fifty to eighty percent (50% -80%) of final pay as presented by Public Agency Retirement Services (PARS) in the chart below.

Number of Eligible Employees	Retirements Needed	Percent of Final Pay Provided to Employees
120	66	80%
120	51	70%
120	41	60%
120	35	50%

The eligible class of employees will be those who have reached the age of fifty-five (55) years and have ten (10) years or more of District service or age fifty (50) years with thirty (30) years of service as of June 30, 2018.

Irrevocable resignations from District employment and retirement under STRS to be effective no later than June 30, 2018, must be submitted to PARS for transmitting to the District no later than sixty (60) days after the Board takes formal action to approve the program. However, in the event that less than thirty-five (35) eligible employees sign up for the supplementary retirement plan, the District at its sole option may not offer the plan, in which event those individuals who have submitted their irrevocable resignations/retirements will have the option of withdrawing them.

The MOU is for the 2017-2018 school year only and is non-precedent setting.

Stacy Hollenbeck
Negotiations Chairperson
FETA

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

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE AGREEMENT AND RESOLUTION #17/18-17 FOR ADMINISTRATIVE SERVICES BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE STATE OF CALIFORNIA'S PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

Background: With the approval of an early retirement incentive MOU between the Fullerton School District and the Fullerton Elementary Teachers Association (FETA), the District proposes to enter into an agreement with PARS to help facilitate early retirement packages for eligible employees.

Rationale: This agreement would allow PARS to coordinate and maintain a variety of services necessary to implement an early retirement program.

Funding: Cost contingent upon the number of retirements submitted to the District.

Recommendation: Approve Agreement and Resolution #17/18-17 for Administrative Services between the Fullerton School District and the State of California's Public Agency Retirement Services (PARS).

CH:nm
Attachments

BOARD RESOLUTION #17/18-17

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS it is determined to be in the best interest of the Fullerton School District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District retirement program, effective January 16, 2018; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR.ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 16th of January, 2018, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2018.

Secretary of the Board

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE COMPENSATION ADJUSTMENTS FOR FULLERTON SCHOOL DISTRICT'S MANAGEMENT GROUP FOR 2017/2018**

Background: The Superintendent recommends the following cost of living increase for all management employees (certificated, classified and confidential):

- A 1% on schedule salary adjustment retroactive to July 1, 2017, for employees who are in paid status at time of ratification.
- A one-time off the salary schedule payment equal to one percent of an employee's 2017/2018 base salary as listed on the 2017/2018 schedule who are in paid status with the District at the time the one-time payment is issued.

The District has shared with its management group the tentative agreement with Fullerton Elementary Teachers Association (FETA), which includes the same compensation as noted above. The District is still in negotiations with California Schools Employee Association (CSEA), Chapter 130.

Rationale: All recommendations made by the Superintendent for any adjustment in compensation that affect the management group must be ratified by the Board of Trustees.

Funding: General Fund, Nutrition Services, and Child Development Services.

Recommendation: Approve compensation adjustments for Fullerton School District's management group for 2017/2018.

CH:nm

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE AMENDMENTS TO ASSISTANT SUPERINTENDENTS' CONTRACTS FOR 2017/2018

Background: The Superintendent recommends contract amendments for all Assistant Superintendents. The amendments include:

- One-year contract extension
- A 1% on schedule salary adjustment retroactive to July 1, 2017
- A one-time off the salary schedule payment equal to one percent of Assistant Superintendents' 2017/2018 base salary as listed on the 2017/2018 salary schedule to be paid within 60 days of Board approval

All salary adjustments are in alignment with the District's represented employees, excluding California School Employee Association (CSEA) Chapter 130. The District is still in negotiations with CSEA.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve amendments to Assistant Superintendents' contracts for 2017/2018.

CH:nm
Attachments

FULLERTON SCHOOL DISTRICT
FIRST AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, PERSONNEL SERVICES

THIS FIRST AMENDMENT is made and entered into this 16th day of January 2018, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and CHAD HAMMITT, Ed.D., hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated February 6, 2017, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2018.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2017, to and including June 30, 2020. This amendment is based on Assistant Superintendent’s satisfactory performance evaluation dated June 10, 2017.
2. The first sentence of Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2017, the base salary of Assistant Superintendent’s salary shall be increased by 1%, which 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 during the term of this agreement.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1% of his annual base salary on July 1, 2017 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____
Beverly Berryman, President, Board of Trustees

Date: _____
Chad Hammitt, Ed.D., Assistant Superintendent

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

FULLERTON SCHOOL DISTRICT
SECOND AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

THIS SECOND AMENDMENT is made and entered into this 16th day of January 2018, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and EMA FLORES, Ed.D., hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated October 20, 2015, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2018.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2017, to and including June 30, 2020. This amendment is based on Assistant Superintendent’s satisfactory performance evaluation dated June 20, 2017.
2. Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2017, the base salary of Assistant Superintendent’s salary shall be increased by 1%, which 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 during the term of this agreement.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1% of her annual base salary on July 1, 2017 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____
Beverly Berryman, President, Board of Trustees

Date: _____
Ema Flores, Ed.D., Assistant Superintendent

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

FULLERTON SCHOOL DISTRICT
SECOND AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, INNOVATION & INSTRUCTIONAL SUPPORT

THIS SECOND AMENDMENT is made and entered into this 16th day of January 2018, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and JAY MCPHAIL, hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated January 1, 2016, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2018.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2017, to and including June 30, 2020. This amendment is based on Assistant Superintendent’s satisfactory performance evaluation dated June 10, 2017.
2. The first sentence of Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2017, the base salary of Assistant Superintendent’s salary shall be increased by 1%, which 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 during the term of this agreement.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1% of his annual base salary on July 1, 2017 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____
Beverly Berryman, President, Board of Trustees

Date: _____
Jay McPhail, Assistant Superintendent

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

FULLERTON SCHOOL DISTRICT
FIRST AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

THIS FIRST AMENDMENT is made and entered into this 16th day of January 2018, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and Robert Coghlan, Ph.D., hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated July 1, 2017, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2018.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. The first sentence of Paragraph 3 shall be amended to reflect the following:
Effective retroactive to July 1, 2017, the base salary of Assistant Superintendent’s salary shall be increased by 1%, which 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 during the term of this agreement.
2. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1% of his annual base salary on July 1, 2017 to be paid within 60 days of Board approval.
3. Paragraph 12 shall be replaced with the following: Assistant Superintendent shall be provided with a smartphone (or equivalent industry standard communication device) with industry standard High Speed Broad Band connectivity capable of providing connectivity to multiple devices, Industry Standard High Speed Broadband/Wifi internet access from home, and shall receive an allowance for a mobile device or the equivalent industry standard which may at times be used for incidental personal use. Assistant Superintendent may purchase new technology as required for the effective and efficient execution of work duties with the prior authorization of the

Superintendent. The District will pay for any monthly mobile access fees and/or Wi-Fi fees for the use of any such new technologies. 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.

4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____
Beverly Berryman, President, Board of Trustees

Date: _____
Robert Coghlan, Ph.D., Assistant Superintendent

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

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE SECOND AMENDMENT OF BOARD-APPROVED CONTRACT FOR DISTRICT SUPERINTENDENT

Background: The District has negotiated a cost of living salary increase with members of the Fullerton Elementary Teachers Association (FETA) and the Fullerton Elementary School Management Association (FESMA). The District is still in negotiations with the California School Employees Association (CSEA).

It is proposed that the Superintendent's Contract be amended to reflect a one-year contract extension, the 1% cost of living increase in alignment with the aforementioned increases and a one-time off-schedule payment equal to 1% of his annual base salary on July 1, 2017 to be paid within 60 days of the Board's approval.

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

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve second amendment of Board-approved Contract for District Superintendent.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
SECOND AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
SUPERINTENDENT

THIS SECOND AMENDMENT is made and entered into this 16th day of January 2018, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and ROBERT PLETKA, Ed.D., hereinafter referred to as "Superintendent."

THIS AMENDS the Board-approved Contract dated October 20, 2015 by and between the Board of Trustees and Superintendent, and is effective January 1, 2018.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Section I shall be amended to reflect the following: Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2017, to and including June 30, 2020. This amendment is based on Superintendent's satisfactory performance evaluation dated June 20, 2017.
2. Section II shall be changed to reflect the following: Effective retroactive to July 1, 2017, the base salary of the Superintendent shall be increased by 1%, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certificated Management Personnel. Superintendent shall also receive a one-time off-schedule payment equal to 1% of his annual salary base on July 1, 2017.
3. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

Beverly Berryman, President, Board of Trustees

Date: _____

Robert Pletka, Ed.D., Superintendent

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

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE PUPIL ATTENDANCE CALENDARS FOR THE 2018/2019 and 2019/2020 SCHOOL YEARS

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of PTA President, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations. These drafts calendar was taken to Board on December 5, 2017, as a First Reading.

Rationale: A final calendar enables the District's many offices to begin preparation for the 2018/2019 and 2019/2020 academic years.

Funding: Not applicable.

Recommendation: Approve Pupil Attendance Calendars for the 2018/2019 and 2019/2020 school years.

CH:nm
Attachments

DRAFT

Fullerton School District 2018/2019 Pupil Attendance Calendar

DRAFT

July 2018

4 Independence Day

July 2018							January 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	(7)	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30	31		

January 2019

1 New Year's Day
7 Records Day (Jr. High)
Staff Development (Elem.)
8 All Students Return
21 Martin Luther King Jr. Day

August 2018

9 Teachers First Day
10 Staff Development
13 All Students Return

August 2018							February 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	(9)	(10)	11	3	4	5	6	7	8	9
12	(13)	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28		

February 2019

11 Lincoln's Holiday
18 Presidents' Holiday

September 2018

3 Labor Day
26 Staff Development

September 2018							March 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	(26)	27	28	29	24	25	26	27	28	29	30
30							31						

March 2019

25 - 29 Spring Break

October 2018

8 Staff Development

October 2018							April 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6		1	2	3	4	5	6
7	(8)	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30				

April 2019

November 2018

12 Veterans' Day Recognition
19 - 23 Thanksgiving Break

November 2018							May 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30		26	27	28	29	30	31	

May 2019

27 Memorial Day
31 Last Day of School for all students

December 2018

21 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
24 - 31 Winter Recess

December 2018							June 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	(21)	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30	31						30						

June 2019

-  Students Return
-  Staff Development Day/Conference Day/Records Day (no student attendance)
-  Non Student Day
-  Holiday/Breaks (no student attendance)

Quarters (7-8)

Aug. 13 - Oct. 12 (42 days)
Oct. 15 - Dec. 20 (43 days)
Jan. 8 - Mar. 15 (46 days)
Mar. 18 - May 31 (49 days)

Trimesters (K-6)

Aug. 13 - Nov. 9 (62 days)
Nov. 12 - Mar. 1 (59 days)
Mar. 4 - May 31 (59 days)

Misc. Dates

Fall Conference Week: September 24 - 28, 2018

PreK-6 = Minimum Day

Jr. High Fall Conference: TBD

Spring Conference Week: March 11 - 15, 2019

PreK-6 = Minimum Day

Jr. High Spring Conference: TBD

180 Student Days

185 Teacher Work Days (new teachers work 186 days)

Board Approved: _____

DRAFT

**Fullerton School District
2019/2020 Pupil Attendance Calendar**

DRAFT

July 2019

4 Independence Day

August 2019

8 Teachers First Day
9 Staff Development
12 All Students Return

September 2019

2 Labor Day
25 Staff Development

October 2019

14 Staff Development

November 2019

11 Veterans' Day Recognition
25 - 29 Thanksgiving Break

December 2019

20 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
23 - 31 Winter Recess

July 2019							January 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6		6	7	1	2	3	4
7	8	9	10	11	12	13	5	13	14	8	9	10	11
14	15	16	17	18	19	20	12	20	21	15	16	17	18
21	22	23	24	25	26	27	19	27	28	22	23	24	25
28	29	30	31				26	27	28	29	30	31	

August 2019							February 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29

September 2019							March 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

October 2019							April 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5				1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30	31			26	27	28	29	30		

November 2019							May 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
							31						

December 2019							June 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30	31					28	29	30				

-  Students Return
-  Non Student Day
-  Holiday/Breaks (no student attendance)
-  Staff Development Day/Conference Day/Records Day (no student attendance)

January 2020

1 New Year's Day
2-3 Winter Recess (cont.)
6 Records Day (Jr. High)
Staff Development (Elem.)
7 All Students Return
20 Martin Luther King Jr. Day

February 2020

10 Lincoln's Holiday
17 Presidents' Holiday

March 2020

23 - 27 Spring Break

April 2020

May 2020

25 Memorial Day
29 Last Day of School for all students

June 2020

Quarters (7-8)

Aug. 12 - Oct. 11 (43 days)
Oct. 14 - Dec. 20 (42 days)
Jan. 6 - Mar. 13 (46 days)
Mar. 16 - May 29 (49 days)

Trimesters (K-6)

Aug. 12 - Nov. 8 (62 days)
Nov. 11 - Feb. 28 (59 days)
Mar. 2 - May 29 (59 days)

Misc. Dates

Fall Conference Week: September 23 - 27, 2018

PreK-6 = Minimum Day

Jr. High Fall Conference: TBD

Spring Conference Week: March 9 - 13, 2019

PreK-6 = Minimum Day

Jr. High Spring Conference: TBD

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: HEAR PRESENTATION AND ACCEPT THE 2016/2017 AUDIT REPORT

Background: The Fullerton School District's annual financial statements are audited every year by an independent auditing firm as required by Education Code section 41020. A member of the auditing firm of Nigro & Nigro, PC, will present the report and respond to any specific questions the Board might have regarding this audit.

A copy of the audit report is available in the Superintendent's Office for public review.

Rationale: The District's financial statements are audited annually by an independent auditing firm as required by Education Code section 41020. Board members received a copy of the audit report prior to the Board meeting, and a copy is available on the District's web site for review.

Funding: Not applicable.

Recommendation: Hear presentation and accept the 2016/2017 Audit Report.

RC:MG:gs

DISCUSSION/ACTION ITEM

DATE: January 16, 2018
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students in the 21st Century. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board discussed and approved Board Annual Goals #1, #2, and #4 at the December 5, 2017, Board Meeting. Board Annual Goal #3 is pending approval and the Board will have an opportunity to review and approve Board Annual Goal #3 at the January 16, 2018 Board Meeting.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs
Attachment



FULLERTON
SCHOOL
DISTRICT



Great Schools
Successful Kids

Fullerton School District Proposed Board of Trustees Annual Goals

Approved Goals:

1. To prepare students to be successful in high school, college and career by fostering students' personalized interest and passion as well as increasing student self-efficacy through mastery of grade level content standards, technology, and the 5 C's (Communication, Collaboration, Creativity, Critical Thinking, Character) needed for students to be innovative in the 21st Century. Students will be able to identify interests and a pathway to college and career by 8th grade. Additionally, students prepared to take A-G requirements will increase by 5 percent.

2. To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

4. High level of focus on parent and community engagement in all areas of programming and committees by fostering a culture throughout the District where community and family feel welcomed, respected and appreciated.

Draft Goal:

3. To Recruit, Hire, and Develop only the best classified, certificated, and management employees, and recognize and retain employees who demonstrate high levels of performance.

ADMINISTRATIVE REPORT

DATE: January 16, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new board policy needs to be added:

New:

Personnel

BP 4033 – Lactation Accommodation

BP 4112.21 – Interns

BP 4112.41 – Employee Drug Testing

BP 4112.42 – Drug & Alcohol Testing for School Bus Drivers

The purpose of this Administrative Report will be to afford Board members the opportunity to review these new board policies, ask questions, receive clarification, and propose revisions prior to the request for Board approval of these new policies at the February 13, 2018 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachments

**Fullerton School District
Board Policy
Lactation Accommodation**

BP 4033

**Personnel
Board Adopted:**

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee who chooses to express breast milk for her infant child while at work.

The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child.

The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations may be denied only in limited circumstances in accordance with law.

Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12940 Discriminatory employment practices

12945 Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1033 Lactation accommodation

CODE OF REGULATIONS, TITLE 2

11035-11049 Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

FAIR EMPLOYMENT AND HOUSING COMMISSION DECISIONS

Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Minimum Requirements of the California Lactation Accommodation Law

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Fact Sheet #3: Break Time for Nursing Mothers under the FLSA, rev. December 2010

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

<http://www.dir.ca.gov/dlse>

California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children: <http://www.wicworks.ca.gov>

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

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Revisions

07/11

Fullerton School District

Board Policy

Interns

BP 4112.21

Personnel

Board Adopted:

The District may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet State credentialing requirements. In addition, the District may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

The District may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a District intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification.

The Superintendent or designee shall ensure that any intern employed by the District possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential.

Terms of employment for interns shall be consistent with law and the District's collective bargaining agreement, as applicable.

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that District staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the District's collective bargaining agreement.

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Board of Trustees may recommend to the CTC that the intern be awarded a preliminary credential.

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children
44225 Credentials, responsibilities of Commission on Teacher Credentialing
44225.7 Priority for hiring fully prepared teacher
44253.3-44253.4 Certificate to provide services to English learners
44253.10 Qualifications to provide specially designed academic instruction in English
44259 Minimum requirements for teaching credential
44314 Diversified or liberal arts program
44321 CTC approval of intern programs
44325-44328 District interns
44339-44341 Teacher fitness
44450-44468 Teacher Education Internship Act of 1967 (university interns)
44830.3 Employing district interns
44885.5 District interns classified as probationary employees

CODE OF REGULATIONS, TITLE 5

80021.1 Provisional internship permit
80033 Intern teaching credential
80055 Intern credential, extension for extenuating circumstances

COURT DECISIONS

Renee v. Duncan, 686 F.3d 1002 (2012)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-840 Early Completion Option
SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014
Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013
Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013
California Standards for the Teaching Profession, October 2009
Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Administrator's Assignment Manual, 2008
Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded Correspondence 08-03, March 3, 2008

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. October 5, 2006

WEB SITES

CSBA: <http://www.csba.org>
Commission on Teacher Credentialing, Interns: <http://www.ctc.ca.gov/educator-prep/intern>
U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(11/08 8/14) 5/16

Fullerton School District

Board Policy

Employee Drug Testing

BP 4112.41, 4212.41, 4312.41

Personnel

Board Adopted:

The Board of Trustees maintains a drug- and alcohol-free workplace. In accordance with law, all employees shall render service without using, possessing, being impaired by, or being under the influence of alcohol or drugs.

Pre-Employment Drug/Alcohol Testing for Safety-Sensitive Positions

Because students and staff have the right to a safe and secure campus where they are free from physical and psychological harm, the Board authorizes the testing of prospective employees in safety-sensitive positions for drug and alcohol use. The following positions are safety-sensitive due to the operation of a District-owned vehicle and are subject to the District's program:

- Computer Technician I & II
- Computer Repair Coordinator
- Transporter
- Transporter/Custodian
- Stock Clerk/Transporter
- Bus Driver/Trainer
- Delegated Behind the Wheel Trainer
- Electrician
- Electronic Repair Technician I & II
- Facilities Maintenance Inspector
- Food Services Assistant III
- Food Services Specialist
- Food Production Coordinator Assistant
- Food Production Coordinator
- Gardener
- Grounds Equipment Operator
- Grounds Maintenance Operator
- Glazier/Painter
- HVAC Technician
- Lead Custodian
- Lead Gardener
- Locksmith
- Maintenance Planner/Coordinator
- Maintenance Worker I & II
- Mechanic I & II
- Painter
- Plumber
- Programming Support Specialist
- Sprinkler Repairer
- System Administrator
- Technical Support Specialist IV
- Vehicle Maintenance Coordinator
- Warehouse Coordinator/District Services
- Warehouse Coordinator/Food Services

The following positions are safety-sensitive due to the supervisor of positions that operate District-owned vehicle and are subject to the District's program:

- Supervisor, Nutrition Services
- Director, Nutrition Services
- Assistant Director of Transportation Services
- Director of Facilities, Maintenance and Operations
- Assistant Director of Maintenance and Operations
- Director of Purchasing, Warehouse and Transportation
- Instructional Technology Support Supervisor

Once a conditional offer of employment has been made, prospective employees in these identified positions shall undergo a pre-employment drug and alcohol screening for any substance which could impair their ability to safely and effectively perform their job functions. This screening shall be part of the employee's pre-employment physical examination.

Final selection of a job applicant for a position shall not be made until the applicant has successfully completed the screening.

All testing and medical examinations shall be conducted in accordance with State and federal law, Board policy, and administrative regulation.

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense
44455 Conviction for controlled substance offenses as grounds for revocation of credential
44836 Employment of certificated persons convicted of controlled substance offenses
44940 Compulsory leave of absence for certificated persons
44940.5 Procedures when employees are placed on compulsory leave of absence
45123 Employment after conviction for controlled substance offense
45304 Compulsory leave of absence for classified persons
44839 Medical certificate; periodic medical examination
45122 Physical examinations

GOVERNMENT CODE

8350-8357 Drug-free workplace
12940 Unlawful employment practices

CODE OF REGULATIONS, TITLE 5

5504 Medical certification procedures

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

COURT DECISIONS

Lanier v. City of Woodburn, (2008, 9th Circuit) 518 F.3d 1147

Knox County Education Association v. Knox County Board of Education, (1998, 6th Circuit) 158 F.3d 361

Loder v. City of Glendale, (1997) 14 Cal. 4th 846

Vernonia School District 47J v. Acton, (1995) 115 S.Ct. 2386

International Brotherhood of Teamsters v. Department of Transportation, (1991) 932 F.2d 1292

Skinner v. Railway Labor Executives' Assn, (1989) 489 U.S. 602

National Treasury Employees Union v. Von Raab, (1989) 489 U.S. 456

CSBA Revisions

(10/93 6/97) 7/08

Fullerton School District

Board Policy

Drug & Alcohol Testing for School Bus Drivers

BP 4112.42

Personnel

Board Adopted:

The Board of Trustees desires to ensure that District-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time.

The District's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers.

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent.

Consequences Based on Test Results

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the District has obtained a waiver.

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV.

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV.

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the District's collective bargaining agreement.

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the District's voluntary self-identification program, the Superintendent or designee shall ensure all of the following:

1. No adverse action shall be taken against the driver by the District.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
 - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
 - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49
31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21
1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49
40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs
382.101-382.605 Drug and alcohol use and testing; especially:
382.205 On-duty use
382.207 Pre-duty use
382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS
Controlled Substances and Alcohol Testing Compliance Checklist, 2007
What is CSAT? Controlled Substances and Alcohol Testing, 2005

WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>
Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>
U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:
<http://www.dot.gov/ost/dapc>

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ADMINISTRATIVE REPORT

DATE: January 16, 2018
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: Educational Services staff will present a review of the Fullerton School District fall 2017 California Dashboard reports. This review will include an overall summary of the Dashboard State indicator data for the District as well as significant subgroups.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SC:nm