

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, September 5, 2017  
5:15 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 5:21 p.m. and Trustee Janny Meyer led the pledge of allegiance to the flag.

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

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

Recess to Closed Session – Agenda

At 5:22 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; • Conference with 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 reconvened the Board Meeting at 6:05 p.m. and Nicolas JHS dance 3 students and Mr. David Myers (teacher) led the pledge of allegiance to the flag. She reported there was no report from closed session.

Introductions/Recognitions:

Robyn Clemente, Nicolas JHS Principal, presented an overview of Nicolas's many programs and activities.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Mark Jacobs (teacher at Raymond School) and Michael Serna (custodian at Richman School).

Superintendent's Report

Dr. Bob Pletka invited the Board to the upcoming PAL Retreat on October 19, 2017. He shared how much he values the relationship with the associations.

Information from the Board of Trustees

Trustee Vazquez- She reported it was great to attend back to school nights. She will be posting information regarding Deferred Action for Childhood Arrivals (DACA) on her official facebook trustee page.

Trustee Thompson – no report.

Trustee Meyer- She gave kudos to Rob Coghlan (Assistant Superintendent of Business Services) and Bob Macauley for taking care of an issue in a classroom that did not have air conditioning functioning properly.

Trustee Berryman- She thanked staff for opening their doors for back to school nights. She reported parent attendance at back to school nights was remarkably high and commended staff for a job well done.

President Sugarman- She shared there has been a great response to back to school nights and staff is doing a great job communicating and making parents feel welcome.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – no report.

CSEA – no report.

FESMA –no report.

Public Comments:

No comments.

### Information Item

Laurie Bruneau, Risk Manager, and Sergeant Jon Radus (Fullerton Police Department) presented information on the School Visitor Management and Security system being implemented at all FSD sites approximately by January 2018. Orangethorpe School has been piloting this system for several years.

### Approve Minutes

Moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to approve minutes of the Regular meeting on August 22, 2017 and revised to include Trustee Berryman's comments under "Information from the Board of Trustees"

### Discussion/Action Items:

2a. Approve Fullerton School District's 2017/2018 proposal to negotiate with Fullerton Elementary Teachers Association (FETA).

It was moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to approve Fullerton School District's 2017/2018 proposal to negotiate with Fullerton Elementary Teachers Association (FETA).

2b. Approve Fullerton Elementary Teachers Association (FETA) proposal to negotiate with Fullerton School District for 2017/2018.

It was moved by Chris Thompson, seconded by Jeanette Vazquez, and carried 5-0 to approve Fullerton Elementary Teachers Association (FETA) proposal to negotiate with Fullerton School District for 2017/2018.

2c. Adopt Resolution #17/18-07 approving the Recalculation of the 2016/2017 Appropriations Limitation and establishing the 2017/2018 Estimated Appropriations Limitation Calculations.

It was moved by Chris Thompson, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #17/18-07 approving the Recalculation of the 2016/2017 Appropriations Limitation and establishing the 2017/2018 Estimated Appropriations Limitation Calculations.

2d. Hear presentation and approve 2016/2017 Unaudited Actuals and concurrently approve the 2017/2018 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2017/2018 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Dr. Rob Coghlan, Assistant Superintendent of Business Services, presented the 2016/2017 Unaudited Actuals. Trustee Vazquez commented she would like to see more of where the surplus percentage is going. It was then moved by Beverly Berryman, seconded by Chris Thompson and carried 5-0 to approve approve 2016/2017 Unaudited Actuals and concurrently approve the 2017/2018 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2017/2018 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

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

#### Consent Items

Moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve the consent items pulling #1p for a separate vote. The Board commented on consent items #1q and #1r.

#### Regarding #1p:

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to Adopt Resolution #17/18-09 and approve/ratify Agreement No. FCI-SD3-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2017 through June 30, 2020

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 L22C0009 through L22C0011, L22D0037 through L22D0061, L22M0039 through L22M0047, L22R0319 through L22R0396, L22V0051 through L22V0057, L22X0253 through L22X0272, and L22Z0064 for the 2017/2018 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 200110 through 200131 for the 2017/2018 school year.
- 1e. Approve/Ratify warrants numbered 111532 through 111674 for the 2017/2018 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 12277 through 12317 for the 2017/2018 school year.
- 1g. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs for Nicolas Junior High School.
- 1h. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs for Russell D. Parks Junior High School.
- 1i. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs for Raymond Elementary School Entry Improvements—Revision 1.
- 1j. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs for Raymond Elementary School Entry Improvements—Revision 1.
- 1k. Adopt Resolution #17/18-08 proclaiming October 23-31, 2017, as “Red Ribbon Week” for the Fullerton School District.
- 1l. Approve contract between the Fullerton School District and Nearpod, Inc beginning September 6, 2017.
- 1m. Approve/Ratify Agreement between Fullerton School District and the Whittier Area Cooperative Special Education Program (WACSEP) effective July 1, 2017 through June 30, 2018.
- 1n. Approve/Ratify 2017/2018 Memorandum of Understanding (MOU) between Fullerton School District and Centralia School District for special education programs and services effective July 1, 2017 through June 30, 2018.
- 1o. Approve/Ratify 2017/2018 Nonpublic School Master Contract with Providence Speech and Hearing Center and Fullerton School District effective July 1, 2017 through June 30, 2018.
- 1p. Adopt Resolution #17/18-09 and approve/ratify Agreement No. FCI-SD3-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2017 through June 30, 2020.
- 1q. Approve out-of-state conference attendance for staff from Ladera Vista Junior High School of the Arts to attend The Arts Schools Network 2017 Annual Conference, “Inclusion in the Arts” in Minneapolis, Minnesota from October 24–27, 2017.
- 1r. Approve Agreement between Fullerton School District and Consortium On Reading Excellence In Education (CORE) to provide professional development for the 2017/2018 school year.
- 1s. Approve rejection of Claim Number EMP1703912.

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

No requests.

Adjournment

President Sugarman adjourned the Regular meeting on September 5, 2017 at 7:30 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, September 19, 2017  
6:00 p.m. Open Session

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

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

Girl Scout Brownie Troop #3484

Ladera Vista JHS of the Arts Advanced Choir under the direction of Andrea Calvo

Introductions/Recognitions:

Rolling Hill School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting September 5, 2017

Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #17/18-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2017/2018.

Discussion/Action Items:

2a. Adopt Resolution #17/18-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2017/2018.

2b. Approve Resolution #17/18-10 proclaiming October 9-13, 2017 as Week of the School Administrator in the Fullerton School District.

Administrative Report:

3a. Developer Fees Report.

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 L22C0009 through L22C0011, L22D0037 through L22D0061, L22M0039 through L22M0047, L22R0319 through L22R0396, L22V0051 through L22V0057, L22X0253 through L22X0272, and L22Z0064 for the 2017/2018 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 200132 through 200171 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 111668 through 111805 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12318 through 12342 for the 2017/2018 school year.

1g. Approve Classified tuition reimbursement.

1h. Approve/Ratify Classified Personnel Report.

1i. Approve Independent Contractor Agreement between Fullerton School District and Mike Lawrence Consulting effective September 20, 2017 through June 30, 2018.

1j. Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2017/2018 school year

1k. Approve Agreement for Governance Consulting Services between California School Boards Association (CSBA) and Fullerton School District.

1l. Adopt Resolutions numbered 16/17-B052 through 16/17-B056 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Adopt Resolutions numbered 17/18-B0001 through 17/18-B0004 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Approve 2017/2018 Independent Contractor Agreement between Fullerton School District and Abby Rozenberg, M.S. CCC-SLP for speech and language services effective September 20, 2017 through June 30, 2018.

1o. Approve Independent Contractor Agreement between Fullerton School District and Julie Adams of Adams Educational Consulting (AEC), to provide professional development for junior high

school teachers on September 27, 2017.

1p. Approve Agreement with Camp High Trails for Outdoor Science School from September 20, 2017 through June 30, 2018.

1q. Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 20, 2017 through June 30, 2018.

1r. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 20, 2017 through June 30, 2018.

1s. Approve Agreement with the Ocean Institute for Outdoor Science School from September 20, 2017 through June 30, 2018.

1t. Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 20, 2017 through June 30, 2018.

1u. Approve Amendment between Fullerton School District and YouthTruth to provide additional Customized Survey Services and Professional Development for the 2017/2018 school year.

1v. Approve Independent Contractor Agreement between Fullerton School District and Linda Fredrickson for facilitation of Truancy Intervention Groups effective September 20, 2017 through June 1, 2018.

Board Member Request for Discussion:

Sponsors and Donors on District Property

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, September 19, 2017, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

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

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

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



DISCUSSION/ACTION ITEM

**DATE:** September 19, 2017

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

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

**SUBJECT:** **ADOPT RESOLUTION #17/18-11 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2017/2018**

Background: *Education Code Section 60119 and California Code of Regulations, Title 5, Section 9531(c)* require local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 8, 2017, at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School of the Arts, Nicolas Jr. High School, and Parks Jr. High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #17/18-11 ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2017/2018.

EF:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
BOARD OF TRUSTEES

RESOLUTION #17/18-11 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2017/2018

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teacher and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of those subjects, and

WHEREAS, a public hearing was held on September 19, 2017, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program and Intensive Intervention,
- (v) Visual & Performing Arts.

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the

curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2017/2018 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2017/2018 school year, the Fullerton School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board of Trustees at the regular meeting thereof held on the 19th day of September 2017, and passed by a \_\_\_\_\_ vote of said Board of Trustees.

IN WITNESS WHEREOF this 19<sup>th</sup> day of September 2017.

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Hilda Sugarman, President  
Fullerton School District

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Robert Pletka, Ed.D., Secretary  
Fullerton School District

Resolution: #17/18-11

8/21/17nm

DISCUSSION/ACTION ITEM

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE RESOLUTION #17/18-10 PROCLAIMING OCTOBER 9-13, 2017 WEEK OF THE SCHOOL ADMINISTRATOR IN THE FULLERTON SCHOOL DISTRICT

Background: Each year, the State of California designates one week as “Week of the School Administrator” with the intent of honoring Administrators throughout the State at the same time. This year, “Week of the School Administrator” is October 9-13, 2017.

The impact of participating in a statewide effort for the “Week of the School Administrator” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming the week of October 9-13, 2017 as “Week of the School Administrator.”

Funding: Not applicable.

Recommendation: Approve Resolution #17/18-10 proclaiming October 9-13, 2017 as Week of the School Administrator in the Fullerton School District.

CH:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
RESOLUTION #17/18-10  
PROCLAIMING OCTOBER 9-13, 2017 AS  
“WEEK OF THE SCHOOL ADMINISTRATOR”

**WHEREAS**, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

**WHEREAS**, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

**WHEREAS**, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

**WHEREAS**, providing quality service for student success is paramount for the profession; and

**WHEREAS**, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

**WHEREAS**, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

**WHEREAS**, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

**WHEREAS**, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

**WHEREAS**, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

**WHEREAS**, The future of California’s public education system depends upon the quality of its leadership;

**NOW THEREFORE BE IT RESOLVED**, by the Fullerton School District, that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 19th day of September, 2017 by:

\_\_\_\_\_  
Hilda Sugarman, President

\_\_\_\_\_  
Beverly Berryman, Vice President

\_\_\_\_\_  
Janny Meyer, Clerk

\_\_\_\_\_  
Chris Thompson, Member

\_\_\_\_\_  
Jeanette Vazquez, Member

ADMINISTRATIVE REPORT

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Rachel Grantham, Financial Analyst  
**SUBJECT:** DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2016/2017, the Capital Facilities Fund reflects a July 1, 2016, beginning balance of \$2,055,590, income of \$654,400, expenses of \$419,694, and a June 30, 2017, ending balance of \$2,290,296.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 5, 2017 (Item #2d). Of the \$419,694 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

RC:RG:gs  
Attachment

FULLERTON SCHOOL DISTRICT  
REVIEW OF DEVELOPER FEE EXPENDITURE  
2016/17

Site/Building/Equipment to house student enrollment at:

\$	71,087	ACACIA
\$	16,235	FERN DRIVE
\$	10,825	FISLER
\$	2,559	GOLDEN HILL
\$	236,388	LAGUNA ROAD
\$	11,210	ORANGETHORPE
\$	6,900	RAYMOND
\$	8,800	RICHMAN
\$	7,019	SUNSET LANE
\$	16,125	CENTRAL COSTS
\$	1,085	COUNTY ADMIN COSTS
\$	31,460	LOAN PAYMENT

\$ 419,694

CONSENT ITEM

**DATE:** September 19, 2017  
**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 hires and extra duty assignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:nm  
Attachment



**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON SEPTEMBER 19, 2017**

**NEW HIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Steffanie Bond	Substitute Teacher	Employ	100	08/25/2017
Carrie Brennan	Substitute Teacher	Employ	100	08/29/2017
Robert Browne	Substitute Teacher	Employ	100	08/25/2017
Claire Castersen	Substitute Teacher	Employ	100	08/29/2017
Alexandra Gauthier	Substitute Teacher	Employ	100	09/05/2017
Zachary Gnatek	Substitute Teacher	Employ	100	08/31/2017
Leslie Ito	Substitute Teacher	Employ	100	09/01/2017
Madeline Keller	Substitute Teacher	Employ	100	08/28/2017
Cynthia Lee	Substitute Teacher	Employ	100	08/29/2017
Christine Lusinsky	Substitute Teacher	Employ	100	09/08/2017
Dylan Machado	Substitute Teacher	Employ	100	08/28/2017
Patricia Maughan	Substitute Teacher	Employ	100	09/08/2017
Kalie Mitchell	Substitute Teacher	Employ	100	09/08/2017
Robyn Nakamura	Substitute Teacher	Employ	100	08/31/2017
Kerry Okino	Substitute Teacher	Employ	100	08/31/2017
Omar Ortiz	Substitute Teacher	Employ	100	08/28/2017
Jenna Ortman	Substitute Teacher	Employ	100	08/28/2017
Caitlin Rodriguez	Substitute Teacher	Employ	100	08/31/2017
Rebecca Romero	Substitute Teacher	Employ	100	08/25/2017
Pearl Santiago	Substitute Teacher	Employ	100	09/01/2017
Katelyn Schwab	Substitute Teacher	Employ	100	08/31/2017
Blain Smothermon	Substitute Teacher	Employ	100	08/31/2017
Suzanne Tamer	Substitute Teacher	Employ	100	08/25/2017

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 19, 2017**

**NEW HIRES (cont.)**

Mitchell Tao	Substitute Teacher	Employ	100	09/05/2017
Lauren Vonderharr	Substitute Teacher	Employ	100	09/01/2017
Anne Wiencek	Substitute Teacher	Employ	100	08/30/2017
Karin Williams	Substitute Teacher	Employ	100	08/25/2017
Megan Larkins	4 <sup>th</sup> Grade / Valencia Park	IV/2	100	08/31/2017

**EXTRA DUTY ASSIGNMENT(S)**

**Saturday Workshop – Commonwealth School**

**Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0121212101-1101 for attending one Saturday workshop during the month of September 2017, for the following certificated personnel:**

Jeannette Lujan

Heather Rodriguez

Shelley Scofield

**Involuntary Classroom Movement**

**Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0110016101-1100 for involuntary classroom movement, on May 26 – August 9, 2017 for the following certificated personnel:**

Shoshanna Mahorney-Levin

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 September 19, 2017.

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Clerk/Secretary

CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

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

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

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

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

RC:gs  
Attachment



CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED L22C0012 THROUGH L22C0013, L22D0062 THROUGH L22D0076, L22M0048 THROUGH L22M0054, L22R0397 THROUGH L22R0487, L22S0003, L22T0001, L22V0058 THROUGH L22V0076, AND L22X0273 THROUGH L22X0295 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 L22C0012 through L22C0013, L22D0062 through L22D0076, L22M0048 through L22M0054, L22R0397 through L22R0487, L22S0003, L22T0001, L22V0058 through L22V0076, and L22X0273 through L22X0295 for the 2017/2018 fiscal year.

RC:MG:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/19/2017**

**FROM 08/18/2017 TO 08/31/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0012	BOOST COLLABORATIVE	450.00	450.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
L22C0013	ORANGE CNTY DEPARTMENT OF EDUC	1,070.00	1,070.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
L22D0062	EAGLE COMMUNICATIONS	302.15	302.15	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
L22D0063	LAKESHORE LEARNING	117.74	117.74	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22D0064	DEMCO INC	114.43	114.43	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22D0065	IMAGINAVI INC	14,025.70	8,338.44 5,687.26	0130220101 4310 0130420199 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies LCFF Base PE Nicolas / Materials and Supplies Instr
L22D0066	CENTER FOR COLLABORATIVE CLASS	241.39	241.39	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22D0067	EAGLE COMMUNICATIONS	494.88	494.88	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0068	THE ORIGINAL SEAT SACK COMPANY	126.46	126.46	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22D0069	SUPPLY MASTER	256.70	256.70	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22D0070	VOYAGER SOPRIS LEARNING INC	1,122.16	1,122.16	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22D0071	IMAGINAVI INC	1,312.39	1,312.39	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22D0072	CONCEPTS SCHOOL AND OFFICE FUR	268.30	268.30	0130415279 4350	LCFF Base Admin Golden Hill / Materials and Supplies
L22D0073	MONOPRICE INC.	1,387.71	1,387.71	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22D0074	SIGN A RAMA	582.85	582.85	0181225101 4310	Instr Mat Lottery Richman Inst / Materials and Supplies Instr
L22D0075	DAVE'S TROPHIES	125.28	125.28	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
L22D0076	NEW MANAGEMENT INC	248.05	248.05	0130420209 6410	LCFF Base STEM Nicolas / New Equip Less Than \$10,000
L22M0048	AMBIENT ENVIRONMENTAL INC	400.00	400.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0049	AIR FILTRATION SOLUTIONS	381.46	381.46	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22M0050	MIRACLE RECREATION EQUIPMENT C	161.63	161.63	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22M0051	MIRACLE RECREATION EQUIPMENT C	1,143.05	1,143.05	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0052	FULL COMPASS SYSTEMS LTD	1,954.57	1,954.57	4067150851 6200	Facilities / Buildings and Improve of Build
L22M0053	INTEGRITY ELECTRIC	9,807.84	9,807.84	2167150851 6510	Facilities Improvement / New Equip Greater Than \$10,000

**FULLERTON ELEMENTARY**  
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L22M0054	HALDEMAN INC	754.25	754.25	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22R0397	BALLARD AND TIGHE PUBLISHERS	709.94	709.94	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
L22R0398	SCHOOL NURSE SUPPLY INC	148.98	148.98	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R0399	SCHOOL HEALTH CORPORATION	222.76	222.76	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R0400	PULIDO, ESMERALDA	34.84	34.84	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
L22R0401	AMAZON.COM	376.48	376.48	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R0402	AMAZON.COM	340.03	340.03	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0403	AMAZON.COM	589.94	61.96 527.98	0130415109 4310 0130415279 4350	LCFF Base Instr Golden Hill / Materials and Supplies Instr LCFF Base Admin Golden Hill / Materials and Supplies
L22R0404	AMAZON.COM	215.50	215.50	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
L22R0405	AMAZON.COM	319.53	319.53	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
L22R0406	AMAZON.COM	533.36	533.36	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
L22R0407	COMMITTEE FOR CHILDREN	946.05	946.05	0124854101 4315	SpEd IDEA LocalPreschool Instr / Materials Test Kits
L22R0408	NORTH ORANGE COUNTY COMMUNITY	800.00	800.00	0152557709 4350	Board Discret / Materials and Supplies Office
L22R0409	WESTERN GRAPHIX	465.00	465.00	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
L22R0410	SCHOOL SPECIALTY	93.06	93.06	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R0411	VIRCO MANUFACTURING	855.32	855.32	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R0412	ART SUPPLY WAREHOUSE	538.75	538.75	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0413	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
L22R0414	SCHOOL SPECIALTY	514.62	514.62	0111555103 4310	Gifted and Talented Education / Materials and Supplies
L22R0415	APPLE COMPUTER INC	490.27	490.27	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22R0416	AMAZON.COM	236.40	236.40	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R0417	AMAZON.COM	35.01	35.01	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
L22R0418	RUIZ, FRANCES	151.24	151.24	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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L22R0419	AMAZON.COM	319.33	319.33	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R0420	2NDGEAR LLC	2,262.75	2,262.75	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
L22R0421	RILEY'S FARM	1,908.36	1,908.36	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
L22R0422	LA HABRA HIGH SCHOOL	540.00	540.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
L22R0423	HERITAGE MUSEUM OF ORANGE COUN	960.00	960.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
L22R0424	IRVINE RANCH OUTDOOR EDUCATION	1,000.00	1,000.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22R0427	PLUSHY FEELY CORP	59.19	59.19	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
L22R0428	FLOCABULARY INC	96.00	96.00	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
L22R0429	DEMCO INC	1,308.84	1,308.84	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R0430	CULVER NEWLIN INC	14,850.37	14,850.37	4067150851 4350	Facilities / Materials and Supplies Office
L22R0431	MCCOMB, YOLANDA	189.38	189.38	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R0432	OEDING, EDEN	281.59	281.59	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R0433	MATRIX IMAGING PRODUCTS INC	5,012.00	5,012.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
L22R0434	DELLALONGA, SANDRA	240.10	240.10	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22R0435	FRONTLINE TECHNOLOGIES GROUP L	8,334.00	8,334.00	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services
L22R0436	CROWN TROPHY OF CYPRESS	31,747.53	31,747.53	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R0437	AMAZON.COM	151.93	151.93	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
L22R0438	SEGERSTROM CENTER FOR THE ARTS	1,060.00	1,060.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
L22R0439	COMPUTER LOGIC GROUP INC	11,258.88	11,258.88	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
L22R0440	BLUE VIOLET NETWORKS LLC	8,120.00	8,120.00	0140955249 5900	Info Systems Serv Media DC / Communications
L22R0441	RADA, ADRIANA	21.84	21.84	0130224101 4310	LCFF Suppl Instr Raymond / Materials and Supplies Instr
L22R0442	AMAZON.COM	110.79	110.79	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22R0443	STUDIES WEEKLY INC	1,656.82	1,656.82	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22R0444	STUDIES WEEKLY INC	890.64	890.64	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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L22R0445	ROTARY CLUB OF FULLERTON	1,800.00	1,800.00	0152657719 5310	Superintendent Discret / Dues and Memberships
L22R0446	COLETTE'S CATERING	3,946.61	3,946.61	0152757789 4350	Administrative Assistant DC / Materials and Supplies
L22R0447	DEMARK, ALISON	88.98	88.98	0153957729 4350	Management Support Discr / Materials and Supplies Office
L22R0448	APPLE COMPUTER INC	546.85	546.85	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R0449	RIOS, HUGO	36.09	36.09	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R0450	AMAZON.COM	151.61	151.61	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R0451	WORDS ALIVE	2,500.00	2,500.00	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
L22R0452	WESTERN PSYCHOLOGICAL SERVICES	2,769.48	2,769.48	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
L22R0453	PAR INC	1,224.60	1,224.60	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
L22R0454	HOUGHTON MIFFLIN COMPANY	2,440.25	2,440.25	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
L22R0455	PRO ED	235.50	235.50	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
L22R0456	WESTERN PSYCHOLOGICAL SERVICES	900.45	900.45	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
L22R0457	BRAINPOP LLC	2,395.00	2,395.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22R0458	LEARNING A TO Z	59.23	59.23	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22R0459	PEARSON ASSESSMENT INC	446.63	94.79	0124854101 4315	SpEd IDEA LocalPreschool Instr / Materials Test Kits
			351.84	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
L22R0460	PEARSON ASSESSMENT INC	612.78	612.78	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
L22R0461	ENVIRONMENTAL NATURE CENTER	672.00	672.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R0462	LAKESHORE LEARNING	172.38	172.38	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R0463	POWERSCHOOL GROUP LLC	8,240.00	8,240.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R0464	AVB PRESS	555.10	555.10	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protocols
L22R0465	AMAZON.COM	39.33	39.33	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R0466	AMAZON.COM	93.69	93.69	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R0467	AMAZON.COM	210.07	210.07	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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L22R0468	AMAZON.COM	58.06	58.06	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R0469	FRADY, GINGER	132.76	132.76	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R0470	SCHMALFELD, RANDA	270.56	270.56	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22R0471	DICK BLICK ART MATERIALS	438.07	438.07	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R0472	ZAVALA, MAYRA	60.00	60.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
L22R0473	CORRADINO, CHRISTINA	114.93	114.93	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0474	MANKIEWICZ, MATT	191.36	191.36	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R0475	KOERTH, KURT	122.63	122.63	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22R0476	MISSION SAN JUAN CAPISTRANO	1,812.00	1,812.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
L22R0477	EAGLE COMMUNICATIONS	43.10	43.10	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
L22R0478	EAGLE COMMUNICATIONS	59.26	59.26	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
L22R0479	WATHEN, LEAH	59.25	59.25	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R0480	AMAZON.COM	133.37	133.37	0130415279 4350	LCFF Base Admin Golden Hill / Materials and Supplies
L22R0481	WORTHINGTON DIRECT	522.31	522.31	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22R0482	AMAZON.COM	591.11	591.11	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
L22R0483	DANFORTH, JAMES	65.60	65.60	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
L22R0484	CURLEY, CAROLE ANN	171.25	171.25	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0485	PLATON, ANGELA	209.03	209.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0486	FRUTCHEY, LYNNE	285.29	285.29	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R0487	KIM-LEE, JENNIFER	317.58	317.58	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22S0003	VERITIV OPERATING COMPANY	20,776.54	20,776.54	0100000000 9320	Unrestricted / Stores
L22T0001	COUNTY OF ORANGE	2,039.00	2,039.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22V0058	TJT SALES	1,594.70	1,594.70	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
L22V0059	APPLE COMPUTER INC	4,594.76	288.77	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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L22V0059	*** CONTINUED ***				
L22V0060	LAKESHORE LEARNING	731.62	731.62	0111654101 6410	Early Lrning Incl PreSchl Inst / New Equip Less Than
L22V0061	AMAZON.COM	4,703.20	4,703.20	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0062	CULVER NEWLIN INC	4,545.44	863.08	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
			3,682.36	0130415109 6410	LCFF Base Instr Golden Hill / New Equip Less Than
L22V0063	CDW.G	1,736.48	402.35	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
			1,334.13	0108655109 6410	Transitional Kinder Instr Dist / New Equip Less Than
L22V0064	GRAINGER INC, WW	3,180.83	3,180.83	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
L22V0065	WASHINGTON MUSIC SALES CENTER	3,543.89	312.47	0110312109 4310	Reimburse Commonwealth Disc / Materials and Supplies
			3,231.42	0110312109 6410	Reimburse Commonwealth Disc / New Equip Less Than
L22V0066	PHONAK HEARING SYSTEMS	3,823.04	447.16	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
			3,375.88	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
L22V0067	PHONAK HEARING SYSTEMS	1,725.16	123.99	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
			1,601.17	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
L22V0068	APPLE COMPUTER INC	2,832.71	508.24	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
			2,324.47	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
L22V0069	AZTEC CONTAINER	3,749.70	3,749.70	0130424109 6410	LCFF Base Instruction Raymond / New Equip Less Than
L22V0070	TAYLOR'S APPLIANCE	655.12	52.80	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
			602.32	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than
L22V0071	NORTHERN TOOL & EQUIPMENT CO	4,554.31	4,554.31	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0072	SCHOOLSIN	2,541.33	241.39	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
			2,299.94	0108655109 6410	Transitional Kinder Instr Dist / New Equip Less Than
L22V0073	CC-PURCHASING	1,399.66	1,399.66	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0074	AMAZON.COM	671.14	671.14	0130415109 6410	LCFF Base Instr Golden Hill / New Equip Less Than
L22V0075	APPLE COMPUTER INC	2,688.30	259.00	0160690371 4350	Food Services / Materials and Supplies Office

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/19/2017**

FROM 08/18/2017 TO 08/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22V0075	*** CONTINUED ***				
			2,429.30	0160690371 6450	Food Services / Repl Equip Less Than \$10,000
L22V0076	AMAZON.COM	5,808.80	5,808.80	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
L22X0273	CELL BUSINESS EQUIPMENT	100,604.06	2,282.79	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			1,141.40	0121228101 5640	Title I Valencia Park / Repairs by Vendors
			1,521.86	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
			1,902.33	0130224101 5640	LCFF Suppl Instr Raymond / Repairs by Vendors
			1,050.54	0130230101 5640	LCFF Supplemental Instr Fisler / Repairs by Vendors
			3,804.65	0130410109 5640	LCFF Base Instr Acacia / Repairs by Vendors
			3,804.65	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			3,491.75	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			3,491.75	0130413109 5640	LCFF Base Instruction Fern Dr / Repairs by Vendors
			3,804.65	0130415109 5640	LCFF Base Instr Golden Hill / Repairs by Vendors
			3,491.75	0130416109 5640	LCFF Base Instr Hermosa Drive / Repairs by Vendors
			5,854.06	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
			3,804.65	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
			3,491.75	0130419109 5640	LCFF Base Instruction Maple / Repairs by Vendors
			5,700.97	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			570.72	0130420279 5640	LCFF Base Admin Nicolas / Repairs by Vendors
			3,804.65	0130422109 5640	LCFF Base Instr Pacific Drive / Repairs by Vendors
			3,804.65	0130423109 5640	LCFF Base Instruction Parks / Repairs by Vendors
			1,902.33	0130424109 5640	LCFF Base Instruction Raymond / Repairs by Vendors
			3,804.65	0130425109 5640	LCFF Base Instruction Richman / Repairs by Vendors
			3,804.65	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			3,804.65	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			2,663.26	0130428109 5640	LCFF Base Instr Valencia Park / Repairs by Vendors
			3,491.75	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			5,515.31	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			1,024.70	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			2,467.04	0142054201 5640	Special Ed Administration / Repairs by Vendors
			3,491.75	0152055779 5640	Education Services Discret / Repairs by Vendors

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/19/2017**

FROM 08/18/2017 TO 08/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22X0273	*** CONTINUED ***				
			1,024.70	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
			3,616.78	0153050799 5640	Business Administration DC / Repairs by Vendors
			1,024.70	0153150759 5640	Warehouse DC / Repairs by Vendors
			1,024.70	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			1,024.70	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			2,049.41	0160690371 5640	Food Services / Repairs by Vendors
			2,049.41	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
L22X0274	CELL BUSINESS EQUIPMENT	177,200.00	500.00	0111555213 5640	Gifted Talented Ed Supervision / Repairs by Vendors
			2,300.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			3,500.00	0121228101 5640	Title I Valencia Park / Repairs by Vendors
			300.00	0130212101 5640	LCFF Supplemental Instr CW / Repairs by Vendors
			1,700.00	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
			5,000.00	0130224101 5640	LCFF Suppl Instr Raymond / Repairs by Vendors
			920.00	0130230101 5640	LCFF Supplemental Instr Fisler / Repairs by Vendors
			8,000.00	0130410109 5640	LCFF Base Instr Acacia / Repairs by Vendors
			8,000.00	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			4,000.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			4,500.00	0130413109 5640	LCFF Base Instruction Fern Dr / Repairs by Vendors
			11,000.00	0130415109 5640	LCFF Base Instr Golden Hill / Repairs by Vendors
			6,500.00	0130416109 5640	LCFF Base Instr Hermosa Drive / Repairs by Vendors
			6,000.00	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
			6,000.00	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
			4,000.00	0130419109 5640	LCFF Base Instruction Maple / Repairs by Vendors
			4,500.00	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			500.00	0130420279 5640	LCFF Base Admin Nicolas / Repairs by Vendors
			2,000.00	0130422109 5640	LCFF Base Instr Pacific Drive / Repairs by Vendors
			8,000.00	0130423109 5640	LCFF Base Instruction Parks / Repairs by Vendors
			5,000.00	0130424109 5640	LCFF Base Instruction Raymond / Repairs by Vendors
			9,000.00	0130425109 5640	LCFF Base Instruction Richman / Repairs by Vendors
			12,000.00	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/19/2017**

FROM 08/18/2017 TO 08/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22X0274	*** CONTINUED ***				
			11,000.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			8,000.00	0130428109 5640	LCFF Base Instr Valencia Park / Repairs by Vendors
			4,000.00	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			4,580.00	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			300.00	0131655279 5640	Visual Performing Arts Adm Dis / Repairs by Vendors
			1,000.00	0132952101 5640	Aftr Schl Ed Sfty Grt Cohort 6 / Repairs by Vendors
			500.00	0135555223 5640	BTSA Staff Development / Repairs by Vendors
			500.00	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			8,500.00	0142054201 5640	Special Ed Administration / Repairs by Vendors
			500.00	0150755359 5640	CELDT Testing Prg (Mandate) DC / Repairs by Vendors
			500.00	0152055779 5640	Education Services Discret / Repairs by Vendors
			4,000.00	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
			400.00	0152258749 5640	Personnel Commission Discret / Repairs by Vendors
			1,000.00	0152657719 5640	Superintendent Discret / Repairs by Vendors
			7,500.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			500.00	0153150759 5640	Warehouse DC / Repairs by Vendors
			800.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			1,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			7,000.00	0160690371 5640	Food Services / Repairs by Vendors
			1,400.00	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
			500.00	8152451741 5640	Property and Liability / Repairs by Vendors
L22X0275	BOYS AND GIRLS CLUB OF FULLERT	145,080.00	145,080.00	0132952101 5805	Aftr Schl Ed Sfty Grt Cohort 6 / Consultants
L22X0276	FULLERTON, CITY OF	274,950.00	274,950.00	0132952101 5805	Aftr Schl Ed Sfty Grt Cohort 6 / Consultants
L22X0278	RYAN PRESS	4,000.00	4,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
L22X0279	BELLFLOWER MUSIC CENTER	1,000.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			500.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
L22X0280	DEELITE DISTRIBUTION	500.00	500.00	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
L22X0281	MARZANO RESEARCH LABORATORY	76,502.50	76,502.50	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 09/19/2017

FROM 08/18/2017 TO 08/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22X0282	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0111054101 4310	Home Hospital Instruction / Materials and Supplies Instr
L22X0283	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0151354341 4310	Health Services / Materials and Supplies Instr
L22X0284	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
L22X0285	COSTCO WHOLESALE	500.00	500.00	0151354341 4310	Health Services / Materials and Supplies Instr
L22X0286	COSTCO WHOLESALE	500.00	500.00	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22X0287	COSTCO WHOLESALE	500.00	500.00	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
L22X0288	COSTCO WHOLESALE	300.00	300.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
L22X0289	BEST BEST AND KRIEGER LLP	60,000.00	60,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
L22X0290	CORNERSTONE THERAPIES	45,000.00	45,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
L22X0291	SECURE TRANSPORTATION COMPANY	25,000.00	25,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
L22X0292	BEHAVIORAL HEALTH WORKS INC	110,000.00	110,000.00	0142054201 5828	Special Ed Administration / Special Education Settlements
L22X0293	VERIZON WIRELESS	915.00	915.00	0111054101 5900	Home Hospital Instruction / Communications
L22X0294	SOUTHWEST SCHOOL SUPPLY	3,500.00	3,500.00	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
L22X0295	COSTCO WHOLESALE	2,000.00	2,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
	<b>Fund 01 Total:</b>	<b>1,244,297.03</b>			
	<b>Fund 12 Total:</b>	<b>10,268.04</b>			
	<b>Fund 21 Total:</b>	<b>9,807.84</b>			
	<b>Fund 40 Total:</b>	<b>16,804.94</b>			
	<b>Fund 81 Total:</b>	<b>500.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>1,281,677.85</b>			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 09/19/2017**

**FROM 08/18/2017 TO 08/31/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22M0010	COALITION ADEQUATE SCHOOL HOUS	936.00	+17.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
L22R0148	SOUTHWEST SCHOOL SUPPLY	268.30	-54.84	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R0211	PERMA BOUND	4,900.89	+401.72	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22Y0022	GARY'S RADIATOR SERVICE	1,100.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
<b>Fund 01 Total:</b>			<b>863.88</b>		
<b>Total Amount of Change Orders:</b>			<b>863.88</b>		



**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**09/19/2017**

**FROM 08/18/2017 TO 08/31/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0052	B AND H PHOTO VIDEO INC	480.59	480.59	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Instr
		<b>480.59</b>			
L22D0053	B AND H PHOTO VIDEO INC	2,583.76	2,583.76	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
		<b>2,583.76</b>			
L22D0054	B AND H PHOTO VIDEO INC	337.17	337.17	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
		<b>337.17</b>			
L22D0055	B AND H PHOTO VIDEO INC	560.86	560.86	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
		<b>560.86</b>			
L22D0056	B AND H PHOTO VIDEO INC	1,620.48	1,620.48	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
		<b>1,620.48</b>			
L22D0057	B AND H PHOTO VIDEO INC	223.71	223.71	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
		<b>223.71</b>			
L22R0425	PHONAK HEARING SYSTEMS	447.16	447.16	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
		3,375.88	3,375.88	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
		<b>3,823.04</b>			
L22R0426	PHONAK HEARING SYSTEMS	123.99	123.99	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
		1,601.17	1,601.17	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
		<b>1,725.16</b>			
	<b>Fund 01 Total:</b>	<b>11,354.77</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>11,354.77</b>			

CONSENT ITEM

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Michael Burns, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 200132 THROUGH 200171 FOR THE 2017/2018 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 18, 2017 through August 31, 2017 contains purchase orders numbered 200132 through 200171 for the 2017/2018 school year totaling \$167,154.20.

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 200132 through 200171 for the 2017/2018 school year.

RC:MB:tg  
Attachment

Schedule of Open / Processed Food and Commodity  
Purchase Order Report  
8-18-17 through 8-31-17

Date	Vendor	PO Number	Category	Amount
	<b>Open Purchase Orders</b>			
	<b>Amount Not To Exceed</b>			
8/24/2017	Hollandia Dairy	200142	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200143	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200144	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200145	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200146	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200147	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200148	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200149	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200150	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200151	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200152	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200153	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200154	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200155	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200156	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200157	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200158	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200159	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200160	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200161	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200162	Dairy Products	6,000.00
8/24/2017	Hollandia Dairy	200163	Dairy Products	10,000.00
8/24/2017	Hollandia Dairy	200164	Dairy Products	2,000.00
	TOTAL OPEN PURCHASE ORDERS			138,000.00
	<b>Processed Food &amp; Commodity P.O.'s</b>			
	<b>NONE</b>			
	Total OPEN Purchase Orders			\$ 138,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			29,154.20
	<b>TOTAL PURCHASE ORDERS</b>			<b>\$ 167,154.20</b>

# Purchase Orders - Detail

8/31/2017 10:07:00 AM

## Fullerton School District

Show all data where the Order Date is between 8/18/2017 and 8/31/2017

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Le Chef Bakery</b>	<b>200140</b>	<b>8/22/2017</b>	<b>8/23/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	Cs	1	Cake, Choc. Ganache 1/2 sheet BQ041	\$55.7300	\$557.30	
10	Cs	2	Cake, White Choc., Hawaiian 1/2 sheet BQ043	\$55.7300	\$557.30	
20	Set	3	Special Decoration for half sheet Cake	\$10.1200	\$202.40	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$1,317.00
<b>Le Chef Bakery</b>	<b>200166</b>	<b>8/29/2017</b>	<b>8/29/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$7.9600	\$39.80	
2	case	10002	Danish, Twist Asstd #DAB001-12TS (Medium) 12/case	\$8.2200	\$16.44	
3	case	10005	Scone, Assrtd #BRB001-24 24/case	\$19.6200	\$58.86	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$115.10
<b>Le Chef Bakery</b>	<b>200167</b>	<b>8/29/2017</b>	<b>8/29/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	Cs	1	Brownie Choc Decadence 254ct	\$15.0600	\$15.06	
2	cs	2	Dinner Rolls 100ct	\$21.4100	\$42.82	
1	cs	3	Bun Cinn w/Icing 2.5/96	\$54.6500	\$54.65	
1	cs	4	Bun Cinn Pecan3.25/60	\$53.6700	\$53.67	
1	cs	5	Croissant Med Curved 2.2/120	\$66.1300	\$66.13	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$232.33
<b>Vendor Total:</b>						\$1,664.43
<b>Gold Star Foods Inc.</b>	<b>200133</b>	<b>8/18/2017</b>	<b>8/25/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	30349	Toast, GS#100978,Cinnamon Integ#411000 120ct.	\$36.5400	\$292.32	
14	case	59047	Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz.	\$56.2300	\$787.22	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$1,079.54
<b>Gold Star Foods Inc.</b>	<b>200134</b>	<b>8/18/2017</b>	<b>9/1/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
16	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.	\$37.1400	\$594.24	
21	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$39.4100	\$827.61	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$1,421.85
<b>Gold Star Foods Inc.</b>	<b>200135</b>	<b>8/18/2017</b>	<b>8/25/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	case	4302	Mustard, GS#201872, Heinz 500/5.5g	\$6.4400	\$96.60	
45	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$26.4000	\$1,188.00	
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$26.4000	\$950.40	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$2,235.00
<b>Gold Star Foods Inc.</b>	<b>200136</b>	<b>8/18/2017</b>	<b>8/25/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	Cs	1	Rice Chex Bowlpak 96/1.0 oz GS#203127	\$26.4000	\$26.40	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>200136</b>	<b>8/18/2017</b>	<b>8/25/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$26.40
<b>Gold Star Foods Inc.</b>	<b>200137</b>	<b>8/18/2017</b>	<b>8/25/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
21	case	55007	Chicken Patty WG Tyson ,1 44 , GS#401626	\$41.3800	\$868.98	
28	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings	\$106.0700	\$2,969.96	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$3,838.94
<b>Gold Star Foods Inc.</b>	<b>200138</b>	<b>8/21/2017</b>	<b>8/25/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	59802	Sandwich,Sunbter&grpJelly,GS#401972,96csSW#11128W	\$66.9200	\$936.88	
25	case	380113	Dinner Meal, Energizer GS#208161 30ct	\$51.3400	\$1,283.50	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$2,220.38
<b>Gold Star Foods Inc.</b>	<b>200139</b>	<b>8/21/2017</b>	<b>8/29/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
26	case	380136	Pizza, Cheese Anytimers#10101 48/cs	\$61.2300	\$1,591.98	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$1,591.98
<b>Gold Star Foods Inc.</b>	<b>200165</b>	<b>8/25/2017</b>	<b>9/1/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
58	case	56601	Pizza,Dbt Stffd Chs GS#400816 FFKP WG 96/cs	\$27.9600	\$1,621.68	
36	case	66017	Turkey, Taco Filling Ckd 6/5#	\$2.5000	\$90.00	
46	case	8264	Chips,Tortilla Rnd LaTapatia (INACTIVE)1.5oz/120ct	\$28.6400	\$1,317.44	
18	case	56115	Brownie,WG, GS#400042, 20thCent#772A20W 144/2oz	\$50.0500	\$900.90	
82	case	30338	Pancakes,Buttermilk GS#100082 144/1.4oz.	\$15.2900	\$1,253.78	
37	case	55104	Eggstravaganza,GS#401570 Bacon, 160/cs 4/5lb	\$43.3700	\$1,604.69	
15	cs	4351	Syrup, Maple #202352 100/1.5/cs	\$7.9500	\$119.25	
32	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$38.3700	\$1,227.84	
14	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$18.4800	\$258.72	
27	case	56704	Chicken,Swt&Sour, GS#403630/15551-7 6/5#	\$106.0700	\$2,863.89	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$11,258.19
<b>Gold Star Foods Inc.</b>	<b>200168</b>	<b>8/29/2017</b>	<b>9/1/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	55275	Potatoes, Smile Red Sodium GS#401246 6/4#	\$19.9300	\$139.51	
22	case	30309	Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.	\$35.2000	\$774.40	
1	case	3073	Cereal,RaisinBran GS#201536 96ct/1.25oz.	\$17.0500	\$17.05	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$930.96
<b>Gold Star Foods Inc.</b>	<b>200169</b>	<b>8/30/2017</b>	<b>9/5/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	Cs	1	Water, Bottle pure life, 24/16.9 oz GS#201670	\$2.9700	\$193.05	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$193.05
<b>Gold Star Foods Inc.</b>	<b>200170</b>	<b>8/30/2017</b>	<b>9/5/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	case	4410	Vinegar White #202382 Golden State 4/1gal.	\$10.2500	\$123.00	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>200170</b>	<b>8/30/2017</b>	<b>9/5/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$36.6000	\$732.00	
48	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz	\$18.1500	\$871.20	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$1,726.20	
<b>Vendor Total:</b>					\$26,522.49	
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>200141</b>	<b>8/22/2017</b>	<b>8/23/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807	\$35.6000	\$284.80	
3	case	80011	Hairnets, Brown string C-HN-BN24 10/100/case	\$85.0000	\$255.00	
<b>Sales Tax:</b>					\$41.83	
<b>P.O. Total:</b>					\$581.63	
<b>Vendor Total:</b>					\$581.63	
<b>Hollandia Dairy</b>	<b>200142</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$3,756.20	
<b>Hollandia Dairy</b>	<b>200143</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$3,756.20	
<b>Hollandia Dairy</b>	<b>200144</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$3,756.20	
<b>Hollandia Dairy</b>	<b>200145</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>200145</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200146</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200147</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200148</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
4000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$480.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,236.20
<b>Hollandia Dairy</b>	<b>200149</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200150</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>200151</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
4000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$480.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,236.20
<b>Hollandia Dairy</b>	<b>200152</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2027	\$810.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$3,754.20
<b>Hollandia Dairy</b>	<b>200153</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$3,756.20
<b>Hollandia Dairy</b>	<b>200154</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
4000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$480.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,236.20
<b>Hollandia Dairy</b>	<b>200155</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$3,756.20
<b>Hollandia Dairy</b>	<b>200156</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$2,117.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
1000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$201.20	



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<b>Hollandia Dairy</b>	<b>200156</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,618.00
<b>Hollandia Dairy</b>	<b>200157</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200158</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200159</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200160</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20
<b>Hollandia Dairy</b>	<b>200161</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$846.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$812.80	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$1,609.60	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,756.20

# Purchase Orders - Detail

## Fullerton School District

8/31/2017 10:07:00 AM

Show all data where the Order Date is between 8/18/2017 and 8/31/2017

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>200162</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2117	\$635.10	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2032	\$609.60	
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2012	\$603.60	
3000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$327.00	
3000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$360.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
30	CS	997093	Yogurt Yami Asstd 4oz 48/case #2185	\$14.4000	\$432.00	
20	EA	997092	Yogurt Vanilla 32lb #2700	\$30.0000	\$600.00	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$3,618.30	<input type="checkbox"/>
<b>Hollandia Dairy</b>	<b>200163</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30000	EA	997099	Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP)	\$0.2117	\$6,351.00	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$6,351.00	<input type="checkbox"/>
<b>Hollandia Dairy</b>	<b>200164</b>	<b>8/24/2017</b>	<b>9/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	EA	10070	Milk, Lowfat gal. #1312	\$2.8669	\$28.67	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$28.67	
<b>Vendor Total:</b>					\$86,421.77	
<b>Dan's Thermal Services</b>	<b>200171</b>	<b>8/30/2017</b>	<b>8/30/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	each	1	Parts	\$55.0000	\$110.00	
2.5	hr	1	Labor	\$85.0000	\$212.50	
<b>Sales Tax:</b>					\$8.53	
<b>P.O. Total:</b>					\$331.03	
<b>Vendor Total:</b>					\$331.03	^
<b>Melody Reynolds</b>	<b>200132</b>	<b>8/18/2017</b>	<b>8/18/2017</b>		<b>4313</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Smart & Final, Invoice dated 8/17/17	\$31.8300	\$31.83	
1	lot	1	Smart & Final, Invoice dated 8/17/17	\$22.7900	\$22.79	
<b>Sales Tax:</b>					\$0.00	
<b>P.O. Total:</b>					\$54.62	
<b>Vendor Total:</b>					\$54.62	

GRAND TOTAL  
 (NET OF OPEN P.O.'S)

\$ 29,154.20<sup>^</sup>

CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 111668 THROUGH 111805 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 111668 through 111805 for the 2017/2018 school year totaling \$672,263.95. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$602,390.20
12	Child Development	9,863.46
40	Special Reserve	40,982.66
68	Workers' Compensation	<u>19,027.63</u>
	Total	\$672,263.95

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 111668 through 111805 for the 2017/2018 school year.

RC:MG:gs

CONSENT ITEM

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Michael Burns, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 12318 THROUGH 12342 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 12318 through 12342 for the 2017/2018 school year. The total amount presented for approval is \$15,070.17.

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 12318 through 12342 for the 2017/2018 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt Ed.D., Assistant Superintendent, Personnel Services  
**PREPARED BY:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENT

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Jana Benavides – Class taken at California State University Fullerton  
LBST 331 – History of Science and Arts: Copernicus to present  
Total amount payable \$500

Maria Hill – Class taken at California State University Fullerton  
AMST 301 – American Character  
Total amount payable \$500

Kevin Kobayashi – Class taken at CompTIA.org  
CompTIA A+ Recertification Exam  
Total amount payable \$100

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement (Unrestricted General Fund) for the 2017/2018 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

CH:CL:yd

CONSENT ITEM

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and will be presented to the Personnel Commission at its regular meeting on September 18, 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: 9/18/2017  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/19/2017**

**LEGEND**

<b>Acronym</b>	<b>Definition</b>
<b>ASP</b>	After School Program
<b>BB</b>	Bilingual Biliterate
<b>CFRA</b>	California Family Right Act
<b>ESY</b>	Extended School Year
<b>FMLA</b>	Family Medical Leave Act
<b>NTE</b>	Not to Exceed

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/18/2017  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Alva	Elizabeth	Clerical Assistant I/sub	Add sub classification	8/17/17	99		100	B17/1
Choi	Grace E.	Clerical Assistant I/sub	Add sub classification	7/28/17	99		100	B17/1
Martinez	Mayra	Clerical Assistant I/sub	Add sub classification	8/21/17	99		100	B17/1
Perez	Alejandro	Gardener/sub	Add sub classification	8/2/17	53		542	B19/1
Perez	Javier Jr.	Gardener/sub	Add sub classification	8/2/17	53		542	B19/1
Salladay	Angela	Playground Supervisor/sub	Add sub classification	8/14/17	99		100	B11/1
Employee	ID 5585	Inst. Asst./Special Ed II B	CFRA leave from 8/24/17-10/6/17	8/24/17	13	6.00	504	B14/3
Garcia	Julie	Playground Supervisor/sub	Change from regular to substitute status	8/14/17	12		100	B11/1
Juarez	Jennifer G.	Playground Supervisor	Change from substitute to regular status	8/14/17	19	1.25	100	B11/1
Webb	Brooke E.	Computer Technician I	Change last name from Wiler	8/21/17	59	30.00/wk	212	B30/3
Wieland	Elaine A.	Inst. Asst./Special Ed II A	Change medical stipend from 2% to 6%	8/14/17	29	6.00	242	B14/6
Alvarado	Marlene	Inst. Asst./Special Ed II A	Change medical stipend from 6% to 2%	8/14/17	29	6.00	242	B14/6
Grigorov	Stephanie J.	Social Service Assistant	Extra summer work	8/11/17	21	8.00	302	B17/5
Hernandez	Silvia M.	Bus Driver	Extra summer work	6/13/17	56	3.10	565	B21/6
Esqueda	Yvonne	Bus Driver	Extra summer work NTE 12 hours	7/24/17	56	12.00	565	B21/6
Javelosa	Deborah	Bus Driver	Extra summer work NTE 12 hours	7/19/17	56	12.00	565	B21/6



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Avilez	Roxanna	Bus Driver	Extra summer work NTE 12 hours	7/27/17	56	12.00	565	B21/6
Avilez	Roxanna	Bus Driver	Extra summer work NTE 12 hours	7/18/17	56	12.00	565	B21/6
Hatton	Donna	Bus Driver	Extra summer work NTE 12 hours	7/28/17	56	12.00	565	B21/6
Hatton	Donna	Bus Driver	Extra summer work NTE 12 hours	7/20/17	56	12.00	565	B21/6
Hukel	Cynthia	Bus Driver	Extra summer work NTE 12 hours	7/26/17	56	12.00	565	B21/3
Javelosa	Deborah	Bus Driver	Extra summer work NTE 12 hours	7/27/17	56	12.00	565	B21/6
Kingston	Karen	Bus Driver	Extra summer work NTE 12 hours	7/18/17	56	12.00	565	B21/6
Medina	Cristi	Bus Driver	Extra summer work NTE 12 hours	7/20/17	56	12.00	565	B21/6
Pirali	Oralia	Bus Driver	Extra summer work NTE 12 hours	7/21/17	56	12.00	565	B21/6
Reyes Gurrola	Georgina	Bus Driver	Extra summer work NTE 12 hours	7/24/17	56	12.00	565	B21/6
Kingston	Karen	Bus Driver	Extra summer work NTE 12 hours through 7/26/17	7/25/17	56	12.00	565	B21/6
Lopez	Noemi	Bus Driver	Extra summer work NTE 12 hours through 7/26/17	7/25/17	56	12.00	565	B21/6
Otto-Gaskill	Patricia I.	Inst. Asst./Recreation	Extra summer work NTE 25.00 hours/week through 7/28/17	7/17/17	60	25.00/wk	085	B11/6
Pereyra	Erica M.	Inst. Asst./Recreation	Extra summer work NTE 25.00 hours/week through 7/28/17	7/17/17	60	25.00/wk	085	B11/6
Reyes Gurrola	Georgina	Bus Driver	Extra summer work NTE 5 hours	6/30/17	56	5.00	565	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Reyes Gurrola	Georgina	Bus Driver	Extra summer work NTE 5 hours through 6/23/17	6/19/17	56	5.00	565	B21/6
Lopez	Noemi M.	Bus Driver	Extra summer work NTE 6 hours	6/29/17	56	6.00	565	B21/6
Aylesworth	Trent M.	Custodian I	Extra summer work NTE 8 hours/day through 8/12/17	7/12/17	53	8.00	542	B20/4
Garcia	Adao	Custodian I	Extra summer work NTE 8 hours/day through 8/12/17	7/12/17	53	8.00	542	B17/6
Gonzalez	Benito	Custodian I	Extra summer work NTE 8 hours/day through 8/12/17	7/12/17	53	8.00	542	B17/5
Ornelas Beltran	Julio	Custodian I	Extra summer work NTE 8 hours/day through 8/12/17	7/12/17	53	8.00	542	B17/6
Saldana	Jose	Custodian I	Extra summer work NTE 8 hours/day through 8/12/17	7/12/17	53	8.00	542	B27/6
Ordway	Tracy	Food Service Asst. II	Extra summer work NTE 80 hours through 7/24/17	7/7/17	90	80.00	606	B18/6
Employee	ID 6478	School Office Manager	FMLA/CFRA from 8/21/17-9/1/17	8/21/17	23	8.01	403	B25/3
Garcia	Celene J.	Inst. Asst./Regular	Hire probationary status	8/14/17	21	3.75	212	B11/1
Perez	Victoria I.	Clerical Assistant II/BB	Hire probationary status	8/28/17	12	3.75	304/403	B20/1
Colianni	Sandra L.	Secretary	Hire probationary status	8/21/17	55	8.00	212/302	B21/1
DeMille	Belinda M.	Clerical Assistant II	Hire probationary status	8/16/17	26	8.00	403	B19/1
Dominguez Ibarra	Jorge A.	Inst. Asst./Regular	Hire probationary status	8/14/17	18	3.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Melendez Vega	Irioshi	Inst. Asst./Special Ed I	Hire probationary status	8/14/17	23	6.00	242	B14/6
Milhander	Laura	Inst. Asst./Special Ed I	Hire probationary status	8/14/17	27	4.00	130	B14/1
Bodeman	Stephanie L.	Mental Health Therapist Intern	Hire temporary status	8/23/17	17/ 54	24.00/wk	302/504	\$18.00/ hr
Gonzalez	Melanie C.	Mental Health Therapist Intern	Hire temporary status	8/14/17	54	24.00/wk	504	\$18.00/ hr
Hollenbeck	Amy M.	Mental Health Therapist Intern	Hire temporary status	8/14/17	10	18.00/wk	504	\$18.00/ hr
Kennedy	Briana H.	Mental Health Therapist Intern	Hire temporary status	8/14/17	27	24.00/wk	504	\$18.00/ hr
Luper	Linzee R.	Mental Health Therapist Intern	Hire temporary status	8/14/17	12	24.00/wk	212/504	\$18.00/ hr
Smith	Angelica E.	Mental Health Therapist Intern	Hire temporary status	8/22/17	19	24.00/wk	212/304/ 504	\$18.00/ hr
Torres	Sheryl N.	Mental Health Therapist Intern	Hire temporary status	8/14/17	21	24.00/wk	504	\$18.00/ hr
Popoff	Tania L.	Inst. Asst./Special Ed I	Increase hours from 13.00/wk to 24.00/wk	8/21/17	19	24.00/wk	126	B14/1
Williamson	Sherrie A.	Inst. Asst./Technology	Increase hours from 20.00/wk to 40.00/wk	8/10/17	59	40.00/wk	409	B21/6
Taylor	Melinda S.	Secretary	Increase months from 11 to 12 per year	7/10/17	54	8.00	420	B21/6
Trujillo Sanchez	Lizbeth	Clerical Assistant II/BB	Increase of hours from 3.00 to 3.75/day	7/27/17	12	3.75	304/403	B20/4
Garcia	Monique	Inst. Asst./Regular	Increase of hours from 3.50 to 3.75/day	8/14/17	21	3.75	100/302	B11/2
Awalt	Sonia	Clerical Assistant II/BB	Increase of hours from 3.75 to 6.00/day	7/27/17	29	6.00	304/403	B20/6
Mendoza	Sandra	After School Site Lead	Increase of hours from 30.00/wk to 34.00/wk	9/5/17	60	34.00/wk	329	B18/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Reeves	Ronann	After School Site Lead	Increase of hours from 30.00/wk to 34.00/wk	9/5/17	60	34.00/wk	329	B18/2
Romero	Elizabeth	After School Site Lead	Increase of hours from 30.00/wk to 34.00/wk	9/5/17	60	34.00/wk	329	B18/6
Arnold	Elissa O.	Occupational Therapist	Increase of hours from 35.00 to 40.00/week	8/14/17	54	40.00/wk	505	M14/3
Saldana	Jose A.	Custodian I	5.00 to 8.00/day and Transfer from Ladera Vista	8/7/17	21	8.00	542	B17/6
Employee	ID 3703	Food Serv. Asst. I	Leave of Absence from 8/14/17 through 6/1/17	8/14/17	90	3.00/wk	606	B08/6
Bosse	Monique N.	Supervisor of Child Development Services	Longevity increase from 5.00% to 6.00%	9/1/17	60	8.00	275/310	M09/3
Cashin	Kristina R.	Secretary	Promotion from Clerical Assistant II	8/18/17	56	8.00	565	B21/6
Del Rosario	Jessica	Computer Technician I	Promotion from Inst. Asst./Technology	8/14/17	59	8.00	302/304	B30/1
Gordon	Alicia	Inst. Asst./Special Ed II A	Inst. Asst./Special Ed I to add 2% medical stipend	8/14/17	29	6.00	242	B14/6
Mooney	Rosie	Inst. Asst./Special Ed I	Related class transfer from Inst. Asst./Special Ed II A to remove 2% medical stipend	8/14/17	25	6.00	242	B14/6
Rivera	Nadia E.	Inst. Asst./Special Ed I	Related class transfer from Inst. Asst./Special Ed II A to remove 2% medical stipend	8/14/17	29	6.00	121	B14/4
Mora-Wochner	Frankie J.	Inst. Asst./Special Ed I	Related class transfer from Inst. Asst./Special Ed II A to remove 6% medical stipend	8/14/17	25	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
Alatorre	Adriana G.	Health Assistant/BB	Resignation	7/27/17	12	3.75	402	B18/3
Blake	Dana M.	Inst. Asst./Special Ed I	Resignation	8/16/17	23	17.50/wk	122	B14/4
Martinez	Marissa D.	Inst. Asst./Recreation	Resignation	8/17/17	30	18.75/wk	100	B11/1
Perez Carrillo	Carmen G.	Inst. Asst./Recreation	Resignation	8/14/17	60	19.75/wk	329	B11/1
Castellanos	Erica	Mental Health Therapist Intern	Resignation	5/25/17	19	18.00/wk	212/304	\$18.00/hr
Cornejo	Luis A.	Food Serv. Asst. I	Resignation	8/3/17	90	10.00/wk	606	B08/3
Garia Favela	Victor R.	Inst. Asst./Recreation	Resignation	8/23/17	28	18.75/wk	100	B11/1
Schaefer	Kelly A.	Inst. Asst./Recreation	Resignation	8/4/17	22	17.50/wk	310	B11/3
Cisneros	Jorge	Inst. Asst./Recreation	Resignation - hire substitute status	8/1/17	60	19.50/wk	085	B11/3
Diaz	Janet	Health Assistant/BB	Resignation - hire substitute status	7/26/17	24	18.75/wk	402	B18/2
Fujimoto	Kellie W.K.	Inst. Asst./Regular	Resignation - hire substitute status	8/14/17	23	18.75/wk	302	B11/2
Garcia	Anna C.	Inst. Asst./Recreation	Resignation - hire substitute status	8/10/17	60	19.50/wk	085	B11/5
Hernandez	Judith	Inst. Asst./Recreation	Resignation - hire substitute status	8/14/17	60	18.00/wk	329	B11/2
Holmquist-Squires	Erin A.	Inst. Asst./Recreation	Resignation - hire substitute status	7/31/17	16	12.00/wk	302	B11/2
Kogut	Barbara D.	Inst. Asst./Special Ed I	Resignation - hire substitute status	8/18/17	19	15.00/wk	248	B14/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Krupsky	Rachel N.	Inst. Asst./Recreation	Resignation - hire substitute status	8/1/17	60	19.75/wk	329	B11/2
Nguyen	Juliana T.	Inst. Asst./Special Ed I	Resignation - hire substitute status	8/25/17	18	4.00	100	B14/1
Palmer	Alia A.	Inst. Asst./Recreation	Resignation - hire substitute status	8/18/17	60	19.50/wk	085	B11/1
Sanchez	Alexis	Inst. Asst./Recreation	Resignation - hire substitute status	9/1/17	60	19.50/wk	329	B11/4
Vessal	Rosa Sara	Inst. Asst./Special Ed I	Resignation - hire substitute status	8/14/17	26	30.00/wk	130	B14/2
Caranto	Justine-Raina D.	Inst. Asst./Recreation	Resignation on probation	8/14/17	60	19.75/wk	329	B11/1
Cordova	Elizabeth	Inst. Asst./Regular	Resignation on probation	8/14/17	25	3.00	212	B11/2
Garcia	Karmina	Inst. Asst./Recreation	Resignation on probation	8/18/17	60	19.50/wk	329	B11/1
Perez	Victoria I.	Clerical Assistant II/BB	Resignation on probation	9/6/17	12	18.75/wk	304/403	B20/1
Arbizzi	Daniela	Child Development Program Specialist/sub	Separation	8/14/17	60		100	M13/1
Borcelis	Kashmyrrh V.	Inst. Asst./Special Ed/sub	Separation	9/1/17	54		100	B11/1
Crider	Bette L.	Buyer Coordinator/sub	Separation	8/14/17	50		100	B32/1
Mouradi	Mona K.	Inst. Asst./Special Ed/sub	Separation	8/14/17	99		100	B11/1
Mullins	Ronald W.	Supervisor of Purchasing and Warehouse	Separation	8/14/17	50		100	M13/1
Vargas	Martha	Food Serv. Asst. I/sub	Separation	8/15/17	90		100	B08/1
Oaks	Linda L.	Inst. Asst./Technology	Service Retirement	9/1/17	59	20.00/wk	409	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/18/2017  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/19/2017

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Prescott	Howard W.	Assistant Director, Facility Services	Service Retirement	10/18/17	53	8.00	533/542/ 547	M19/3
Beltran	Jose L.	Custodian II	Step increase	9/1/17	28	8.00	542	B24/5
Benavidez	Maria G.	Clerical Assistant II	Step increase	9/1/17	53	8.00	533/547	B19/2
Bui	Eddie	Classified Personnel Analyst	Step increase	9/1/17	58	8.00	522	M09/3
Ceja	Yajaira J.	Food Serv. Asst. I	Step increase	9/1/17	90	1.50	606	B08/2
Cipriano	Christy	Food Serv. Asst. I	Step increase	9/1/17	90	1.25	606	B08/2
Francis	Jeanette V.	Food Serv. Asst. I	Step increase	9/1/17	90	1.25	606	B08/2
Gonzalez	Jasmine V.	Inst. Asst./Special Education	Step increase	9/1/17	10	6.00	242	B14/4
Granados	Matthew D.	Food Service Specialist	Step increase	9/1/17	90	8.00	606	B21/3
Gutierrez	Denise	School Office Manager	Step increase	9/1/17	23	8.00	403	B25/3
Hussaini	Ayesha S.	Inst. Asst./Special Ed II B	Step increase	9/1/17	27	6.00	121	B14/4
Jefferson	Tonya A.	Inst. Asst./Recreation	Step increase	9/1/17	18	18.75/wk	100	B11/3
Luna	Cristina A.	Food Serv. Asst. I	Step increase	9/1/17	90	1.30	606	B08/2
Lyng	Mary E.	Inst. Asst./Special Ed I	Step increase	9/1/17	18	6.00	130	B14/3
Medina	Maria C.	Custodian I	Step increase	9/1/17	24	8.00	542	B17/6
Mendez	Erica	Inst. Asst./Recreation	Step increase	9/1/17	60	19.75/wk	329	B11/1
Michel	Leslie N.	Health Assistant/BB	Step increase	9/1/17	22	3.75	402	B18/2

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Milhander	Laura A.	Inst. Asst./Special Ed I	Step increase	9/1/17	27	6.00	130	B14/3
Nguyen	Ann	Inst. Asst./Regular	Step increase	9/1/17	28	15.00/wk	383	B11/3
No	Devin A.	Inst. Asst./Recreation	Step increase	9/1/17	27	18.75/wk	100	B11/2
Pantoja Ledesma	Maria G.	Inst. Asst./Regular	Step increase	9/1/17	24	18.75/wk	100	B11/2
Perez	Dina L.	Inst. Asst./Special Ed I	Step increase	9/1/17	29	3.50	130	B14/2
Preciado	Andres	Inst. Asst./Special Ed I	Step increase	9/1/17	21	3.00	122	B14/2
Smith	Holly A.	Inst. Asst./Recreation	Step increase	9/1/17	24	15.50/wk	100	B11/2
Solis	Katherine L.	Inst. Asst./Regular	Step increase	9/1/17	12	3.00	212	B11/2
Vasquez	Karen X.	Tech. Support Spec. I	Step increase	9/1/17	59	8.00	406	B26/5
Vazquez	Erin Murphy	Inst. Asst./Recreation	Step increase	9/1/17	10	15.00/wk	116	B11/2
Verdin	David G.	Inst. Asst./Special Ed I	Step increase	9/1/17	12	3.00	122	B14/2
Baker	Mariglo E.	Food Serv. Asst. I	Step increase	9/1/17	90	1.25	606	B08/2
Estrada	Faviola	Inst. Asst./Recreation	Step increase	9/1/17	60	19.75/wk	329	B11/3
Lira	Ofelia	Inst. Asst./Recreation	Step increase	9/1/17	24	15.50/wk	100	B11/2
Prescott	Howard W.	Assistant Director, Facility Services	Step increase	9/1/17	53	8.00	533/542/ 547	M19/3
McDermitt	Jill M.	Inst. Asst./Special Ed I	hours NTE 1.50/day through 12/22/17	8/14/17	17	6.00	122	B14/6



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Hammouri	Hana J.	Food Serv. Asst. I	Temporary additional hours NTE 10.00/week through 9/15/17	8/15/17	90	10.00/wk	606	B08/6
Cleveland	Travis F.	Inst. Asst./Special Ed II B	Temporary additional hours NTE 2.00/day through 12/22/17	8/14/17	13	2.00	504	B14/3
Bradley	Jennifer F.	After School Site Lead	Temporary additional hours NTE 20 hours through 8/3/17	8/1/17	60	20.00	329	B18/6
Hernandez	Fabiola	After School Site Lead	Temporary additional hours NTE 20 hours through 8/3/17	8/1/17	60	20.00	329	B18/6
Reeves	Ronann J.	After School Site Lead	Temporary additional hours NTE 20 hours through 8/3/17	8/1/17	60	20.00	329	B18/2
Zavala	Mayra	After School Site Lead	Temporary additional hours NTE 20 hours through 8/3/17	8/1/17	60	20.00	329	B18/6
Emsais	Margaret W.	Inst. Asst./Special Ed I	Temporary additional hours NTE 3.00/day through 9/29/17	8/16/17	12	3.00	122	B14/1
Garcia	Francilia J.	Inst. Asst./Special Ed II B	Temporary additional hours NTE 3.00/week through 12/22/17	8/14/17	10	3.00	130	B14/6
Blake	Dana M.	Inst. Asst./Special Ed I	Temporary additional hours NTE 3.8/day through 8/16/17	8/14/17	23	3.80	122	B14/4
Mallay	Desiree M.	After School Site Lead	Temporary additional hours NTE 40.00/week through 8/31/17	8/7/17	60	40.00/wk	329	B18/2
Mendoza	Sandra G.	After School Site Lead	Temporary additional hours NTE 40.00/week through 8/31/17	8/7/17	60	40.00/wk	329	B18/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Reeves	Ronann J.	After School Site Lead	Temporary additional hours NTE 40.00/week through 8/31/17	8/7/17	60	40.00/wk	329	B18/2
Romero	Elizabeth C.	After School Site Lead	Temporary additional hours NTE 40.00/week through 8/31/17	8/7/17	60	40.00/wk	329	B18/6
Diaz	Alejandro	Inst. Asst./Special Ed I	Temporary additional hours through 12/22/17	8/17/17	23	3.80	122	B14/1
Gleason	Aaron C.	Inst. Asst./Special Ed I	Temporary additional hours through 12/22/17	8/17/17	23	3.00	122	B14/3
De Board	Tina M.	Clerical Assistant II/sub	Temporary hours NTE 40 hours through 8/31/17	8/14/17	51	40.00	524	B19/1
Juarez	Elizabeth	Clerical Assistant I/sub	Temporary hours NTE 8.00/day through 9/29/17	8/21/17	56	8.00	100	B17/1
Rainis	Jonathan T.	Inst. Asst./Special Ed II B	NTE 2.00/day through 12/22/17	8/14/17	99	2.00	121	B14/3
Employee	ID 6928	Inst. Asst./Recreation	Termination on probation	8/14/17	60	19.50/wk	329	B11/1
Garcia	Francilia J.	Inst. Asst./Special Ed II B	Transfer from Acacia to Fisler	8/21/17	30	6.00	130	B14/6
Nguyen	Juliana T.	Inst. Asst./Special Ed I	Transfer from Acacia to Maple	8/21/17	10	4.00	126	B14/1
Im	Anna K.	Personnel Technician I	Personnel to Certificated Personnel and Increase of	8/1/17	51	8.00	521	B23/3
Lopez	Jesus	Inst. Asst./Recreation	Transfer from Fisler to Commonwealth	8/14/17	12	18.25	100	B11/1
Williams	Rachel M.	Inst. Asst./Special Ed I	Transfer from Golden Hill to Commonwealth	8/14/17	12	6.00	248	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Perez	Amber	Inst. Asst./Regular	Transfer from Nicolas to Pacific Drive and Voluntary reduction of hours from 3.75 to 3.00/day	8/14/17	22	3.00	100	B11/2
Smith	Catherine M.	Inst. Asst./Special Ed I	Transfer from Nicolas to Richman	8/14/17	25	15.00/wk	126	B14/2
Mai	Nhu Q.	Inst. Asst./Special Ed I	Transfer from Pacific Drive to Commonwealth and Increase of hours from 3.85 to 6.00/day	8/14/17	12	6.00	242	B14/3
Medina	Maria C.	Custodian I	Transfer from Raymond to Beechwood	8/7/17	11	8.00	542	B17/5
Gonzalez	Jasmine V.	Inst. Asst./Special Ed I	Transfer from Rolling Hills to Acacia and Increase of hours from 3.80 to 6.00/day	8/14/17	26	6.00	242	B14/3
Vega	Angela	School Office Manager	Transfer from Rolling Hills to Golden Hill	7/27/17	15	8.00	403	B25/6
Guzik-Torres	Melissa	Inst. Asst./Special Ed I	Transfer from Valencia Park to Sunset Lane and Increase of hours from 3.50 to 6.00/day	8/14/17	27	6.00	130	B14/3
Employee	ID 6179	Inst. Asst./Special Ed I	Unpaid Leave of Absence from 8/28/17-12/18/17	8/28/17	26	4.00	242	B14/2
Biddle	Ryan D.	Inst. Asst./Technology	Voluntary reduction of hours from 40.00 to 30.00/week	8/14/17	59	30.00/wk	409	B21/3
Grigorov	Stephanie J.	Social Service Assistant	Voluntary reduction of months from 10.42 to 9.50 per year	8/14/17	21	8.00	302	B17/5

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Gonzalez	Eduardo	Supervisor of Nutrition Services	Working out of classification from Food Production Coordinator through 9/25/17	7/25/17	90	8.00	606	M10/2
Juarez	Robert L.	Grounds Equipment Operator	Working out of classification from Gardener through 12/31/17	7/3/17	53	8.00	547	B22/6
Specht	Scott A.	Grounds Equipment Operator	Working out of classification from Gardener through 12/31/17	8/7/17	53	8.00	547	B22/6

CONSENT ITEM

**DATE:** September 19, 2017

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT MIKE LAWRENCE CONSULTING EFFECTIVE SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018**

Background: 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.

Funding: Cost not to exceed \$15,000 and is to be paid from the Innovation and Instructional Support, budget 409.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Mike Lawrence Consulting effective September 20, 2017 through June 30, 2018.

JM:kv  
Attachment

## 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Mike Lawrence Consulting  
Name of Independent Contractor

hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall plan, coordinate, and implement a variety of educational personalized learning and technology innovations for various departments at the Fullerton School District.**
2. Term. Contractor shall commence providing Services under this Agreement on **September 20, 2017**, and will diligently perform as required and complete performance by **June 30, 2018**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifteen Thousand Dollars (\$15,000.00) at the hourly rate of \$150**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows:  
N/A
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for

payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:  
**Mike Lawrence Consulting**  
**Address on File**

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

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

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

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

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

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

This Agreement is entered into this 19<sup>th</sup> day of September, 2017.

FULLERTON SCHOOL DISTRICT

\_\_\_\_\_  
**Mike Lawrence Consulting**

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

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

**Robert Pletka, Ed.D.**  
**Superintendent**

**Consultant**

On File \_\_\_\_\_  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

**SUBJECT:** **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL CLIMATE, HEALTH, AND LEARNING SURVEY SYSTEM (CAL-SCHLS) AS THEY RELATE TO THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY (CHKS) FOR THE 2017/2018 SCHOOL YEAR**

Background: The California Healthy Kids Survey is the largest statewide survey of resiliency, protective factors, and risk behaviors in the nation. With this survey, schools, districts, counties, and the State have set a standard tool that promotes the collection of uniform data within and across local education agencies that are also comparable to existing State and national survey datasets.

Rationale: The California Healthy Kids Survey is mandated by the State of California Department of Education to be administered every two years for students in grades 5, 7, 9, and 11 to comply with Title IV State requirements. Fullerton School District is administering only those sections of the survey that are required by the State of California Department of Education. The survey provides schools with the developmentally appropriate data they need to guide the implementation of health, prevention, and youth development programs. The survey data will help guide the development of prevention programs targeting specific risk behaviors, as well as fostering youth assets and resilience that protect against these behaviors. Students in grade 5 must have parental permission to take the exam; students in grade 7 must have a letter from a parent if they wish to be excluded from the exam.

Funding: The cost to the District to survey students in grades 5 and 7 will be paid from the Tobacco Use Prevention and Education (TUPE) budget 351, and Child Welfare and Attendance budget 510, not to exceed \$3,500.

Recommendation: Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2017/2018 school year.

CH:HM:mc  
Attachment

## MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: \_\_\_\_\_

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

### I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

### SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
  - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

## CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The CSSS should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

## CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one CSPS per school regardless of number of children enrolled in that school.

## PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year.

## II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website ([chks.wested.org](http://chks.wested.org)).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## III. ACCESS

Under the California Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.

#### IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the CalSCHLS website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

#### V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2017 and expires on August 31, 2018.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

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

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

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.



## District

### Survey Administration Fees 2017-2018

#### All Fees Based on CDE Subsidized Rate

*Questions? Call our toll-free CalSCHLS Helpline at (888) 841.7536*

<b>CHKS</b>	
Survey fee*	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

<b>CSSS</b>	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

<b>CSPS</b>	
Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

\* If you are a district surveying less than 100 students please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

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District:

WestEd:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** September 19, 2017  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** **APPROVE AGREEMENT FOR GOVERNANCE CONSULTING SERVICES BETWEEN CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) AND FULLERTON SCHOOL DISTRICT**

Background: CSBA will be providing Governance Consulting Services to the Board of Trustees at a Special Board Meeting on October 12, 2017. Mrs. Debra Dudley is the CSBA consultant who will be conducting the workshop. This workshop will be held in open session and the agenda will be posted within the appropriate time limits and locations.

Rationale: The Board of Trustees periodically convene for workshops as appropriate.

Funding: Cost not to exceed \$2700 plus reasonable travel expenses to be paid from the Board of Trustees budget 525.

Recommendation: Approve Agreement for Governance Consulting Services between California School Boards Association (CSBA) and Fullerton School District.

RP:cs  
Attachment

**California School Boards Association**

**AGREEMENT FOR GOVERNANCE CONSULTING SERVICES**

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and Fullerton School District hereinafter referred to as “District.”

**CONDITION PRECEDENT**

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

**1. DUTIES AND RESPONSIBILITIES OF DISTRICT**

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Fullerton School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

**2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA**

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a workshop to be completed not later than June 30, 2018 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

**3. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

**4. CONTRACT TERMINATION**

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2018, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

**5. GENERAL PROVISIONS**

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Hilda Sugarman Board President	Dr. Robert Pletka Superintendent	Naomi Eason, Ed.D Assistant Executive Director, Member Services
Fullerton School District 1401 W. Valencia Dr. Fullerton, Ca 92833 Phone: (714)447-7400 Fax: (714) 447-7414	Fullerton School District 1401 W. Valencia Dr. Fullerton, Ca 92833 Phone: (714)447-7400 Fax: (714) 447-7414	California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in 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.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

**AGREED**

**SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Hilda Sugarman, Board President

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Robert Pletka, Superintendent

DATED: \_\_\_\_\_

**CALIFORNIA SCHOOL BOARDS ASSOCIATION**

BY: \_\_\_\_\_  
Naomi Eason, Ed.D.  
Assistant Executive Director,  
Member Services

DATED: \_\_\_\_\_

CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 16/17-B052 THROUGH 16/17-B056 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 16/17-B052 through 16/17-B056 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 \$125,490 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	\$525,260
8012	Education Protection Account	-432,162
8019	State Aid – Prior Years	32,392
	Total:	<u>\$125,490</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	-\$1,301
2000	Classified Salaries	-3,514
3000	Employee Benefits	5,207
4000	Books and Supplies	3,521
5000	Services & Other Operating Expenses	-3,913
9789	Designated for Economic Uncertainties	125,490
	Total:	<u>\$125,490</u>

Explanation: This Resolution reflects adjustments to revenue for the Local Control Funding Formula (LCFF) and final adjustments to 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 \$4,805,463 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>
8590	All Other State Revenue	\$4,805,463
Total:		\$4,805,463

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	-\$1,000
3000	Employee Benefits	4,805,181
7000	Other Outgo	1,282
Total:		\$4,805,463

Explanation: This Resolution reflects an increase in revenue and expenditures for CalSTRS contributions the state paid on behalf of the District and final adjustments to 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 the previously budgeted income in the amount of \$139,073 will not be received. It is hereby resolved to adjust accounts according to 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	-\$139,073
Total:		-\$139,073

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$4,450
2000	Classified Salaries	-53,841
3000	Employee Benefits	57,085
4000	Books and Supplies	-91,158
5000	Services & Other Operating Expenses	-45,727
7000	Other Outgo	1,445
9780	Other Designations	-11,327
Total:		-\$139,073

Explanation: This Resolution reflects a decrease in revenue and expenditures for State Preschool, an increase in revenue and expenditures for CalSTRS contributions the state paid on behalf of the District, and final adjustments to expenditures in the Child Development Fund.

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

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

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

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

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

**CAPITAL FACILITIES FUND 25**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$5
6000	Capital Outlay	5
	Total:	\$0

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

Explanation: This Resolution reflects final adjustments to expenditures in the Capital Facilities Fund.

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

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

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

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

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

**SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
2000	Classified Salaries	-\$13,769
5000	Services & Other Operating Expenses	-433,428
6000	Capital Outlay	516,139
9780	Other Assignments	-68,942
	Total:	<u>\$0</u>

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

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

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

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

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

CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 17/18-B0001 THROUGH 17/18-B0004 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-B0001 through 17/18-B0004 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:gs  
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$58,355 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01  
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid Current Year	\$85,194
8012	Education Protection Account	-143,549
	Total:	<u>-\$58,355</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$5,000
2000	Classified Salaries	4,000
4000	Books and Supplies	5,900
5000	Services & Other Operating Expenses	-12,500
6000	Capital Outlay	-2,400
9789	Designated for Economic Uncertainties	-58,355
	Total:	<u>-\$58,355</u>

Explanation: This Resolution reflects adjustments to revenue for the Local Control Funding Formula (LCFF) 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 \$486,830 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	\$327,112
8590	All Other State Revenue	157,918
8699	All Other Local Revenue	1,800
	Total:	<u>\$486,830</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>
2000	Classified Salaries	\$60,000
3000	Employee Benefits	13,421
4000	Books and Supplies	332,216
5000	Services & Other Operating Expenses	61,280
6000	Capital Outlay	-1,400
7000	Other Outgo	21,313
	Total:	<u>\$486,830</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for Title I, After School Education Safety (ASES), the setup of Title III Immigrant Education Program for 2017/18, and a school site donation. It also includes adjustments to both the Title II Teacher Quality and Title II Limited English programs, in addition to adjustments to projected expenditures in the restricted General Fund.

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

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

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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$28,177 will not be received. It is hereby resolved to adjust accounts according to 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	-\$28,177
Total:		-\$28,177

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$10,000
4000	Books and Supplies	-20,121
5000	Services & Other Operating Expenses	3,250
7000	Other Outgo	-1,306
Total:		-\$28,177

Explanation: This Resolution reflects a decrease in revenue and expenditures for the Quality Rating Improvement Systems (QRIS) grant 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: \_\_\_\_\_



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

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

**BUILDING FUND 21**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
6000	Capital Outlay	\$45,000
9780	Other Assignments	-45,000
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Building Fund for the water pump at Sunset Lane.

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

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

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

CONSENT ITEM

**DATE:** September 19, 2017

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE 2017/2018 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ABBY ROZENBERG, M.S. CCC-SLP FOR SPEECH AND LANGUAGE SERVICES EFFECTIVE SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018**

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs.

Current rates are as follows:

In-Clinic individual speech language therapy	\$ 135/hour
Out-of-Clinic individual speech language therapy	\$ 150/hour
Independent Educational Evaluation (IEE)	\$1,800/each
IEP participation	\$ 135/hour

Rationale: Independent contractor services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services for children.

Funding: Total cost of this contract not to exceed \$5,000 and is to be paid from the Special Education General Fund (#710).

Recommendation: Approve 2017/2018 Independent Contractor Agreement between Fullerton School District and Abby Rozenberg, M.S. CCC-SLP for speech and language services effective September 20, 2017 through June 30, 2018.

EF:RG:vm  
Attachment

## 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **ABBY ROZENBERG, M.S. CCC-SLP**, 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 **Cognitive Behavior Therapy Services**, hereinafter referred to as "Services".
2. Term. Contractor shall commence providing Services under this Agreement on September 20, 2017 and will diligently perform as required and complete performance by June 30, 2018.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five Thousand dollars (\$5,000)**. District shall pay Contractor according to the following terms and conditions:

In-Clinic individual speech language therapy	\$135/hour
Out-of-Clinic individual speech language therapy	\$150/hour
Independent Educational Evaluation (IEE)	\$1,800 each
IEP participation	\$135/hour

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**.

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

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

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 should 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: Kolbe Khong

CONTRACTOR:  
Abby Rozenberg, M.S. CCC-SLP  
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 20<sup>TH</sup> DAY OF SEPTEMBER 2017.

FULLERTON SCHOOL DISTRICT

ABBY ROZENBERG

By:

By:

\_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

\_\_\_\_\_  
Abby Rozenberg, M.S. CCC-SLP

\_\_\_\_\_  
On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** September 19, 2017

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

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

**PREPARED BY:** Robyn Clemente, Principal, Nicolas Junior High School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JULIE ADAMS OF ADAMS EDUCATIONAL CONSULTING (AEC), TO PROVIDE PROFESSIONAL DEVELOPMENT FOR JUNIOR HIGH SCHOOL TEACHERS ON SEPTEMBER 27, 2017**

Background: Julie Adams, the founder of Adams Educational Consulting (AEC), is an educational consultant providing California State Standards (CSS) Critical Thinking, Neuroscience, Content Literacy, Writing, School Culture, Digital Literacy, Instructional Leadership training and coaching to public and private schools world-wide. Ms. Adams, a Nationally Board Certified Teacher and Educator of the Year who has taught primary through graduate school, equips educators with strategies that empower students with the skills necessary for academic success.

Rationale: Julie Adams will build capacity in our teachers by motivating them through research-based information and strategies in the area of educational neuroscience and best practices for California State Standards Critical Thinking to create self-advocacy in our teachers and students. Ms. Adams is presenting to Junior High School teachers and staff on September 19, a student-free professional development day.

Funding: Cost is not to exceed \$4,000 and is to be paid from site LCFF Supplemental Grant Funds (#302).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Julie Adams of Adams Educational Consulting (AEC), to provide professional development for junior high school teachers on September 27, 2017.

EF:RC:nm  
Attachment

## 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Adams Educational Consulting** 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 professional development for junior high school teachers and staff** hereinafter referred to as "Services."

Term. Contractor shall commence providing Services under this Agreement on **September 27, 2017**, and will diligently perform as required and complete performance by **September 27, 2017**.

2. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Four Thousand Dollars (\$4,000)**. 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.

3. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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:  
**Address on File**

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

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

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

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

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

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

This Agreement is entered into this 20th day of September 2017.

FULLERTON SCHOOL DISTRICT

ADAMS EDUCATIONAL CONSULTING

By:

By:

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Robert Pletka, Ed.D.  
Superintendent

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Julie Adams

On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** September 19, 2017  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

Raymond and Rolling Hills Schools have submitted a Request for Overnight Field Trip form to participate in activities at Camp High Trails. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School from September 20, 2017 through June 30, 2018.

EF:nm

CONSENT ITEM

**DATE:** September 19, 2017

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

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

**SUBJECT:** APPROVE AGREEMENT WITH EMERALD COVE OUTDOOR SCIENCE (ECOS) INSTITUTE FROM SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018

Background: Emerald Cove Outdoor Science (ECOS) Institute conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino Mountains. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Emerald Cove Outdoor Science (ECOS). Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as ECOS.

Fern Drive School has submitted a Request for Overnight Field Trip form to participate in activities at ECOS. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as ECOS, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 20, 2017 through June 30, 2018.

EF:nm

CONSENT ITEM

**DATE:** September 19, 2017

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

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

**SUBJECT:** APPROVE AGREEMENT WITH THE ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA – DBA IRVINE RANCH OUTDOOR EDUCATION CENTER (IROEC) FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018

Background: Irvine Ranch Outdoor Education Center (IROEC) conducts an overnight Outdoor Science and Environmental Education program at its location in Orange, and is accessible through Irvine Regional Park. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Irvine Ranch Outdoor Education Center. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as IROEC.

Richman School has submitted a Request for Overnight Field Trip form to participate in activities at IROEC. All requests and related documents are on file in the Superintendent’s Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as IROEC, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 20, 2017 through June 30, 2018.

EF:nm

CONSENT ITEM

**DATE:** September 19, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer*, and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

Hermosa Drive School has submitted a Request for Overnight Field Trip form to participate in activities at Ocean Institute. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Ocean Institute for Outdoor Science School from September 20, 2017 through June 30, 2018.

EF:nm

CONSENT ITEM

**DATE:** September 19, 2017

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

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

**SUBJECT:** APPROVE AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 20, 2017 THROUGH JUNE 30, 2018

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Pathfinder Ranch has been approved by ASCIP and Risk Management.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Pathfinder Ranch.

Valencia Park School has submitted a Request for Overnight Field Trip form to participate in activities at Pathfinder Ranch. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Pathfinder Ranch, offer an integrated, educational program that provides standards-based learning experiences in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 20, 2017 through June 30, 2018.

EF:nm

CONSENT ITEM

**DATE:** September 19, 2017

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

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

**SUBJECT:** **APPROVE AMENDMENT BETWEEN FULLERTON SCHOOL DISTRICT AND YOUTHTRUTH TO PROVIDE ADDITIONAL CUSTOMIZED SURVEY SERVICES AND PROFESSIONAL DEVELOPMENT FOR THE 2017/2018 SCHOOL YEAR**

Background: Board approval was granted on June 21, 2016 for YouthTruth to provide customized survey services from July 1, 2016 through June 30, 2019.

Rationale: YouthTruth continues to offer reliable and validated survey instruments, a comprehensive online reporting platform, and professional advisory services that help the Fullerton School District integrate what students really think into instructional and leadership decisions. YouthTruth surveys for students, parents, and staff are used throughout the school year, providing relevant information needed to improve programs and services, ultimately leading to increased student achievement. To enhance these services, an In-Person Professional Development Workshop and a Custom Central Office Survey for all Staff are being added to this contract for this school year only.

Funding: Additional cost is not to exceed \$6,400 and is to be paid from the Innovation & Instructional Support, budget 409.

Recommendation: Approve Amendment between Fullerton School District and YouthTruth to provide additional Customized Survey Services and Professional Development for the 2017/2018 school year.

JM:kv  
Attachment

# YouthTruth

STUDENT SURVEY

A NATIONAL NONPROFIT

## 2017-18 Client Agreement & Registration

This agreement between the YouthTruth Student Survey, a project of the Center for Effective Philanthropy, Inc., ("YouthTruth") and the client organization ("Client") confirms your participation and agreement to the below terms.

### Contact Information

Organization Name:	Fullerton School District		
Main Contact Name:	Jay McPhail	Main Contact Phone:	
Main Contact Title:	Assistant Superintendent of Innovation	Main Contact Email:	
Billing Contact:		Billing Contact Phone:	
Purchase Order Number:		Billing Contact Email:	
Billing Address:	1401 W Valencia Dr., Fullerton, CA 92833, United States		

### Payment & Timing

**Total Cost (to be completed by YouthTruth):** Change order to add additional services in the amount of \$6,400

3-Year Package:  Yes  No Notes: Change order to add In-Person Professional Development Workshop (\$4,400) and Custom Central Office Survey for all Staff (\$2,000)

#### Select 2017-18 survey window:

Sept. 18 - Sept. 29  Oct. 16 - Oct. 27  Oct. 30 - Nov. 10  Nov. 27 - Dec. 8  Jan. 22 - Feb. 2

Feb. 5 - Feb 16  March 19 - March 30  April 16 - April 27  May 14 - May 25  May 29 - June 8

Custom survey window (additional fee):

### Products & Services

#### 1. Choose survey type and enter number of schools

Overall School Experience Survey  High School(s)  Middle School(s)  Elementary School(s) (3rd grade up)

Feedback for Teachers Survey  High School(s)  Middle School(s)  Elementary School(s) (3rd grade up)

#### Customize student survey with Additional Topics (no more than two to three topics recommended)

All topics available for grades 6-12; \*indicates topics available for grades 3-5.

<input type="checkbox"/> Project-Based Learning*	<input type="checkbox"/> General Health	<input type="checkbox"/> School Safety	<input type="checkbox"/> Learning Styles
<input type="checkbox"/> STEM*	<input type="checkbox"/> Nutrition & Exercise	<input type="checkbox"/> Drugs & Alcohol	<input type="checkbox"/> Student Voice & Leadership
<input type="checkbox"/> Student Motivation (includes Grit Scale)*	<input type="checkbox"/> Emotional & Mental Health		

#### 2. Add other stakeholder surveys and enter number of schools

Staff Survey  High School(s) 5  Middle School(s) 17  Elementary School(s)

Family Survey  High School(s)  Middle School(s)  Elementary School(s)

#### 3. Add Advisory Services

Group phone or webinar consultation.

Individual phone consultation for school leadership team. (Number of schools: )

In-person professional development workshop. \$4,400 (Includes \$100 discount)

#### Special Customization (to be completed by YouthTruth)

Custom Questions  Custom Analysis  Data Files

Scan and email your completed form to [hello@youthtruthsurvey.org](mailto:hello@youthtruthsurvey.org) or fax to (415) 358-4947

We'll send a welcome email with your account login and everything you need to know to get started 1-2 weeks before your survey window.

Questions? Contact us toll free (844) 987-8847 or at [hello@youthtruthsurvey.org](mailto:hello@youthtruthsurvey.org)

## Parental Consent

Under applicable federal, state, and local laws, the client may be required to collect informed parental consent for students to participate. YouthTruth presumptively assumes that this consent has been collected, if necessary, by the time of survey administration. YouthTruth has provided a sample parental consent letter (available to download at [youthtruthsurvey.org/parentalconsent](http://youthtruthsurvey.org/parentalconsent)) that clients are welcome to edit for their own purposes.

## Confidentiality

YouthTruth will not reveal any survey data about, nor attribute any data to, the client's district/network or school(s) in any publication other than the YouthTruth reports provided to the client without the client's expressed permission. YouthTruth will not report findings for subgroups comprised of less than five students in any YouthTruth reports, and will use all commercially reasonable efforts to protect the confidentiality of all individual student responses in YouthTruth reports and in any future research. YouthTruth may cite your district/network and school(s) as YouthTruth Survey participants in its marketing materials, on its web site, and elsewhere.

## Data Use by Clients

The client may use the YouthTruth findings in communications with internal and external audiences, make available representative portions of your YouthTruth report, quote from your report, or otherwise disclose your results. In doing so, the client agrees to cite YouthTruth as having collected the data, produced the report, and maintained the confidentiality of individual respondents. The client is solely responsible for its use of the YouthTruth survey results, and any effects of such use.

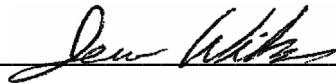
## Data Use by YouthTruth

Subject to the rights of the client, students, and parents in survey data that comprise education records, YouthTruth shall own all data collected or generated from the survey, all rights to the techniques and methodologies used to produce YouthTruth reports, and the copyright to all YouthTruth reports. YouthTruth and its research partners may use the client's survey data in comparative datasets for products we may produce in future years or in research reports. YouthTruth reserves the right to test a limited number of questions in our surveys.

## Invoicing

The billing contact will be invoiced 30 days prior to survey administration, with payment due in full within 30 days. Invoices will be generated from YouthTruth's parent nonprofit, the Center for Effective Philanthropy. Payment must be made to the "Center for Effective Philanthropy", or to "YouthTruth DBA, Center for Effective Philanthropy."

Signed for YouthTruth Student Survey

X  \_\_\_\_\_

Jen Vorse Wilka  
Executive Director

Date: 8/3/2017

## Legal Obligation

YouthTruth is obligated to respond to a properly issued and served subpoena or other legal process, including reporting allegations of abuse or neglect as cited in student comments, according to the laws governing the client's state. Unless YouthTruth is not permitted by law to disclose the fact or content of the subpoena or legal process, YouthTruth will provide the client with timely notice of any such proceedings. Furthermore, it is assumed that the client will inform YouthTruth of all relevant client policies and laws related to administering the survey and analyzing and reporting survey data.

## Modification and Liability

No waiver, modification or amendment of this letter of agreement shall be binding upon either party unless confirmed by a written instrument signed by both parties. This letter of agreement shall be governed by the laws of the Commonwealth of Massachusetts excluding its choice of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this letter of agreement and waives any claim of inconvenient forum or other challenge to venue in any such court. If any portion of any provision of this letter of agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the original purpose of the provision and all other provisions shall continue in full force and effect. You agree that any liability that may arise under this agreement shall be limited in the aggregate to the amount actually paid to YouthTruth for the services described in this agreement. YouthTruth provides no express warranty with respect to such services and disclaims all implied warranties (including the warranties of merchantability and fitness for a particular purpose) to the fullest extent permitted by law.

## 3-Year Package and Pre- and Post-Surveying Discount

For 3-year packages or agreements covering multiple rounds of surveying in a single year, a separate invoice will be sent two weeks prior to the beginning of each round of surveying, with payment due in full within 30 days. The 3-year package discount is applied with the understanding that the client intends to participate during the years specified. If, for any reason, the client elects to discontinue participation prior to the end of the contract term, the multi-year discount is reversed and the balance is invoiced, with payment due in full within 30 days.

Signed for Client Organization

X \_\_\_\_\_

Name: Dr. Robert Pletka

Title: Superintendent

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

Please submit school information and contacts via the [School Information Form](http://School Information Form) available at [youthtruthsurvey.org/get-started](http://youthtruthsurvey.org/get-started)

Scan and email your completed form to [hello@youthtruthsurvey.org](mailto:hello@youthtruthsurvey.org) or fax to (415) 358-4947

We'll send a welcome email with your account login and everything you need to know to get started 1-2 weeks before your survey window.

Questions? Contact us toll free (844) 987-8847 or at [hello@youthtruthsurvey.org](mailto:hello@youthtruthsurvey.org)



CONSENT ITEM

**DATE:** September 19, 2017

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

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LINDA FREDRICKSON FOR FACILITATION OF TRUANCY INTERVENTION GROUPS EFFECTIVE SEPTEMBER 20, 2017 THROUGH JUNE 1, 2018**

Background: California State Senate passed AB 2616 requiring school districts to individually address the truancy issues of individual students. Students who are habitually truant have long-term costs not only for themselves, but also for their family, and school district. Truancy is clearly identified as one of the early warning signs that students potentially are headed for delinquent activity, social isolation, and educational failure.

Fullerton School District implemented a Truancy Prevention Program that first began during the 2014/2015 school year. Ms. Linda Fredrickson, a Retired Juvenile Probation Officer and Certified Facilitator with The Parent Project, facilitated group sessions for junior high students who were identified as chronic or habitual truants. Participating students were referred by the Child Welfare and Attendance Department and/or already involved in the School Attendance Review Board (SARB) process and participation was mandatory as part of compliance with the SARB behavior contracts.

Based on reports and data submitted by Ms. Fredrickson, assessment had been conducted regarding the effectiveness of the work. Junior high students who participated in a Truancy Intervention Group learned the importance of attending school, and data was collected that indicated an improvement in attendance for many of these students. It has been determined that there continues to be a need for truant junior high students to participate in a Truancy Intervention Group. Data and program effectiveness will continuously be monitored throughout the school year as the District continues to implement its Truancy Prevention Program.

Rationale: Entering into this Independent Contractor Agreement enables Fullerton School District to continue its Truancy Intervention Program as a requirement of AB 2616.

Funding: Cost not to exceed \$7,500 from the Unrestricted General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Linda Fredrickson for facilitation of Truancy Intervention Groups effective September 20, 2017 through June 1, 2018.

CH:HM:mc  
Attachment

## 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Linda Fredrickson** 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 **facilitate two sessions of Truancy Intervention Groups at Ladera Vista Junior High School, Nicolas Junior High School, and Parks Junior High School, respectively. Contractor will meet with school site administrators in September. Session 1 will run during October with follow-up visits in November and December. Session 2 will run from January to February with follow-up student visits in April and May. Each junior high will have students participating in each session with no more than ten (10) participants per Truancy Intervention Group.**

Services shall be provided by **Linda Fredrickson**.

2. Term. Contractor shall commence providing Services under this Agreement on **September 20, 2017** and will diligently perform as required and complete performance by **June 1, 2018**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seven Thousand Five Hundred Dollars, \$7,500 Dollars**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District in two increments. Payment of each invoice shall only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**

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

Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. 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) business days** from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

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

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

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

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

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

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

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

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

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

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

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

Contractor:  
**Linda Fredrickson**  
**ON FILE**

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 **TWENTY-FIRST** day of **OCTOBER 2016**.

FULLERTON SCHOOL DISTRICT

**Linda Fredrickson**  
**(Contractor Name)**

By:

By:

\_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

\_\_\_\_\_  
**Signature**

**On File – Taxpayer ID Number**

