

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, October 18, 2016
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

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

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

Administration present: Dr. Robert Pletka, Mr. Mark Douglas, Mrs. Susan Hume
(Dr. Emy Flores participated via conference call for Administrative Report #2a); Jay McPhail was absent due to attending a conference.

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: • Conference with Legal Counsel Regarding Existing Litigation (Government Code 564956.9(d)(1)): Five (5) cases: Orange County Superior Court Case Nos. 30-2014-00763793-CU-PO-CJC, 30-2015-00810619-CU-PA-CJC, 30-2015-00815526-CU-PO-CJC, 30-2015-00815522-CU-PO-CJC and 30-2016-00842076-CU-PO-CJC.

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

President Thornley reconvened the Board Meeting at 6:00 p.m. and she led the pledge of allegiance. She reported that in closed session, the Board took action 5-0 to authorize the Assistant Superintendent of Personnel Services to serve a Notice pursuant to Education Code Section 44938 (A) on permanent certificated employee #740 (reported pursuant to Special Board Meeting agenda dated October 18, 2016).

Public Comments

Egleth Nuncci, President for the parent safety committee at Pacific Drive School, thanked Dr. Bob Pletka for his ongoing support of Pacific Drive School students and parents. Dr. Pletka recently hosted a fish barbeque in appreciation to the parents who volunteer numerous hours towards the safety committee at Pacific Drive School.

Introductions/Recognitions

Brendan Ledden was introduced as the new Assistant Principal at Nicolas Junior High School. Mr. Ledden expressed his gratitude for his employment at the District and appreciates the opportunity to serve at Nicolas Junior High School. Susan Hume (Assistant Superintendent of Business Services) introduced Bill Prescott as the new Assistant Director of Facility Services with a focus on Transportation.

Mrs. Yolanda McComb, Principal at Raymond School, presented an overview of Raymond School's many programs and activities. She acknowledged parents and staff who were present at the Board meeting. Mrs. McComb spoke more in depth about the iPersonalize and Dual Immersion Academy at Raymond School. Silvia Romo (teacher) shared information regarding the Dual Immersion Academy. Mia Sevier and Nicole Dermott (parents) shared their positive testimonials about their children being part of the Dual Immersion Academy.

Superintendent's Report

Dr. Pletka shared that Ladera Vista Junior High School of the Arts has been named a 2016 Golden Bell Recipient and was one of 56 recipients. Ladera Vista Junior High School of the Arts received this award in recognition of the Urban Agriculture Community-Based Research Experience (UACRE) program. In addition, the Fullerton School District (FSD) is one of 19 new school districts accepted into the League of Innovative Schools, a national coalition of forward-thinking school districts organized by Digital Promise. FSD was selected from a competitive and national pool of applicants based on its leadership, evidence of results, innovative vision for learning, and commitment to collaboration.

Information from the Board of Trustees

Trustee Sugarman – She welcomed Brendan Ledden and Bill Prescott to the Fullerton School District family. She also shared that retired Assistant Principal Debbie Rosengarten is temporarily working at Valencia Park

Elementary. She had an opportunity to attend the Writing Workshop Tour at Beechwood School on October 6, 2016, and she commended the staff and administration for providing transformational type of writing. Trustee Sugarman expressed her appreciation for all the support received for the Toast to Learning Wine Auction held on October 8, 2016. The Fullerton Education Foundation is providing two grants in Memorium of two beloved FSD staff members: Dr. Craig Bertsch and Zoe Pilafas (\$1000.00 each). She announced the theme for next year's Toast to Learning Wine Auction event to be held on October 14, 2017 is "Charlie and Chocolate Factory." Trustee Berryman- She thanked the parents at Pacific Drive School who volunteer in the safety committee and commented that all their hard work to continue keeping students safe is paying off. She, too, attended the Writing Workshop Tour at Beechwood School and reported she was impressed on how they were teaching writing and looking at it from the eyes of a writer. Trustee Berryman attended two focus groups at Nicolas Junior High School and Commonwealth School that provided an opportunity for parents and students to express their opinions on school engagement. She shared it was very powerful to hear students and parents talk about what is important in their child's learning.

Trustee Meyer- She is the FSD Board representative on the Orange County Committee on School District organization and reported the candidates FSD nominated were all elected (Van Camp, Moffat, and Scinto). Trustee Meyer has been reviewing the PTA reflections submissions and they are amazing. She attended the GATE Night at the Museum on October 4, 2016, and it was very well attended. She is looking forward to the PAL Retreat on October 21, 2016; she is a mentor for the Writers Guild Program and is starting to conference with her students; she is attending the Rotary Jog-a-thon on October 22, 2016, and will be joining Team Pletka. Trustee Meyer shared that she had a conversation with teachers during the Writers Workshop Tour at Beechwood School and the teachers mentioned the huge benefit of attending conferences and workshop including writing.

Trustee Thompson- no report.

President Thornley- no report.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Kristin Montoya- She reported that election day is 21 days away. FETA is looking forward to the annual PAL Retreat on October 21. This year, Fullerton Joint Union High School District and La Habra City School District will be attending the PAL Retreat. She thanked the Fullerton Education Foundation for coordinating an amazing Toast to Learning Wine Auction event. She thanked Dr. Pletka and Dr. Emy Flores for listening to the concerns of FETA members. She distributed the CTA magazine and pointed out an article about a teacher in Santee.

CSEA – Marleen Acosta- She attended the Toast to Learning Wine Auction event for the first time. She enjoyed seeing the talented students perform from Ladera Vista Junior High School of the Arts and Nicolas Junior High School. She thanked the Fullerton Education Foundation and the volunteers for a terrific evening. CSEA is re-appointing Rod Lusch as their appointee to the Personnel Commission. CSEA is looking forward to attending the PAL Retreat. The CSEA Executive Board is up for re-election this year.

FESMA –no report.

Approve Minutes

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to approve minutes of the Regular meeting on September 6, 2016 (Trustee Meyer abstained for being absent at the September 6, 2016 Board Meeting).

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 3-0 to approve minutes of the Regular meeting on September 20, 2016 (Trustee Berryman and Trustee Thompson abstained for being absent at the September 20, 2016 Board Meeting).

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

- 1c. Approve/Ratify purchase orders numbered K22C0014 through K22C0037, K22D0221 through K22D0366, K22M0097 through K22M0124, K22R0390 through K22R0518, K22S0006, K22T0002 through K22T0004, K22V0071 through K22V0086, K22X0302 through K22X0318, and K22Y0048 through K22Y0049 for the 2016/2017 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 190150 through 190242 for the 2016/2017 school year.
- 1e. Approve/Ratify warrants numbered 105960 through 106556 for the 2016/2017 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 11585 through 11661 for the 2016/2017 school year.
- 1g. Appoint Rodney Lusch as the Classified Employees' Personnel Commissioner effective December 1, 2016.
- 1h. Adopt Resolutions numbered 16/17-B007 through 16/17-B010 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1i. Approve/Ratify warrant number 1107 for the 2016/2017 school year (District 40, Van Daele).
- 1j. Approve/Ratify warrants numbered 1173 through 1174 for the 2016/2017 school year (District 48, Amerige Heights).
- 1k. Approve agreement for elementary school photography services with Gerardy Photography.
- 1l. Award a contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-15-73-0027A, for the purchase of janitorial supplies.
- 1m. Award a contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-15-73-0027B, for the purchase of janitorial supplies.
- 1n. Approve Additive Change Order Proposals #4, #5, and #6 for American Technologies, Inc., for asbestos abatement at Parks Jr. High School, FSD-15-16-GFR-01.
- 1o. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #01).
- 1p. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #02).
- 1q. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #03).
- 1r. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #04).
- 1s. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #05).
- 1t. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #06).
- 1u. Approve agreement with Team Inspections to perform duties as Inspector of Record for DSA required inspections.
- 1v. Approve/Ratify 2016/2017 Memorandum of Understanding (MOU) between Fullerton School District and

Anaheim Union High School District for special education programs and services effective August 1, 2016 through June 30, 2017.

1w. Approve/Ratify 2016/2017 Memorandum of Understanding (MOU) between Fullerton School District and Centralia School District for special education programs and services effective July 1, 2016 through June 30, 2017.

1x. Approve/Ratify Amendment to 2016/2017 Agreement between Fullerton School District and StaffRehab for services effective August 1, 2016 through June 30, 2017.

1y. Approve Revisions of the Local Educational Agency Plan (LEA Plan) for 2016-2018.

1z. Approve Independent Contractor Agreement between Fullerton School District and Ryan Lewis to provide an evaluation of educational programs related to student achievement and engagement.

1aa. Approve School Smarts Parent Engagement Program Agreement for 2016/2017.

1bb. Review Orange County Department of Education's Williams Settlement Legislation Report for fiscal year 2015/2016.

1cc. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2016 – September 30, 2016).

1dd. Approve/Ratify Agreement #43342 between Fullerton School District (FSD) and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Positive Behavioral Intervention and Supports (PBIS) training per the PBIS Service Plan effective August 1, 2016 through June 30, 2017.

1ee. Approve Independent Contractor Agreement between Fullerton School District and Linda Fredrickson for facilitation of Truancy Intervention Groups effective October 21, 2016 through May 31, 2017.

1ff. Approve Speech Language Pathology Assistant Field Experience Internship Agreement with Biola University effective January 20, 2017 through January 19, 2018.

1gg. Approve Memorandum of Understanding (MOU) between Fullerton School District and The Gary Center to provide behavioral health services to students at Richman and Orangethorpe Schools effective November 1, 2016 through June 30, 2017.

1hh. Approve Independent Contractor Agreement between Fullerton School District Dr. Saul Rubinstein to be provided on October 21, 2016.

1ii. Approve/Ratify Classified Personnel Report.

Administrative Reports

2a. Fullerton School District 2015/2016 CAASPP Results

Dr. Emy Flores (via conference call) introduced the team that would be discussing the 2015/2016 CAASPP Results: Sung Chi, Rossana Fonseca, Alison Garcia, Yolanda McComb, Jessica Humes, Sue Albano, Juleen Faur, Dr. Alison DeMark. The team reviewed the 2015/2016 CAASPP results with the Board of Trustees.

Item #2c addressed at this time.

2c. Interdistrict Transfer Report

Kathy Ikola, Coordinator of Child Welfare and Attendance, presented information regarding the District's Interdistrict Transfers. FSD surveyed parents who have left our District. Child Care is one of the top reasons why parents may seek Interdistrict transfers out of Fullerton. Fullerton School District is looking into finding creative ways to provide childcare for parents who may need this service to avoid losing students in the future.

Item #2e addressed at this time.

2e. First Reading of Revised Board Annual goals.

The Board and Dr. Pletka discussed the current Board Annual goals. It was discussed to add to Board Goal #3: To improve parent engagement through communication and to Future Board Goal #7: To remain open to examining the number of educational choices for Fullerton parents by exploring Specialty programs)

Item #2b addressed at this time.

2b. First Reading of Revised Board Policy

Revised:

Instruction

BP 6174, Education for English Learners

This is the first reading of Revised Board Policy 6174. The Board will take action at the November 15, 2016, Board Meeting.

Item #2d addressed at this time.

2d. First Reading of Revised Board Policies

Revised:

Community Relations

BP 1312.3 Uniform Complaint Procedures

Personnel

BP 4030 Nondiscrimination in Employment

BP 4119.11, 4219.11, 4319.11 Sexual Harassment

Students

BP 5131 Conduct

BP 5131.2 Anti-Bullying

BP 5145.3 Nondiscrimination/Harassment

BP 5145.7 Sexual Harassment

BP 5145.9 Hate-Motivated Behavior

This is the first reading of above listed Revised Board Policies. The Board will take action at the November 15, 2016, Board Meeting.

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

No requests.

Adjournment

President Thornley adjourned the Regular meeting on October 18, 2016 at 7:40 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Tuesday, October 18, 2016, 5:25 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Minutes

Call to Order and Pledge of Allegiance

President Thornley called a Special meeting of the Fullerton School District Board of Trustees to order at 5:25 p.m. and she led the pledge of allegiance.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson,
Lynn Thornley

Public Comments

No public comments.

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

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

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

President Thornley reconvened the Board Meeting at 6:00 p.m. and she led the pledge of allegiance. She reported that in closed session, the Board took action 5-0 to authorize the Assistant Superintendent of Personnel Services to serve a Notice pursuant to Education Code Section 44938 (A) on permanent certificated employee #740.

Adjournment

President Thornley adjourned the Special meeting on October 18, 2016 at 6:01 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 15, 2016
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

•Conference with Legal Counsel Regarding Existing Litigation (Government Code 564956.9(d)(1)): Five (5) cases: Orange County Superior Court Case Nos. 30-2014-00763793-CU-PO-CJC, 30-2015-00810619-CU-PA-CJC, 30-2015-00815526-CU-PO-CJC, 30-2015-00815522-CU-PO-CJC and 30-2016-00842076-CU-PO-CJC.

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

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.

Introductions/Recognitions

Catch me at My Best

Public Comments

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Reports:

Intramural Sports Report

Facilities Report

Approve Minutes

Regular Meeting October 18, 2016

Special Meeting October 18, 2016

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 K22C0038 through K22C0051, K22D0367 through K22D0507, K22M0125 through K22M0130, K22R0519 through K22R0672, K22S0007 through K22S0008, K22T0005 through K22T0006, K22V0087 through K22V0104, K22X0319 through K22X0335, and K22Y0051 through K22Y0055 for the 2016/2017 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 190243 through 190328 for the 2016/2017 school year.

1e. Approve/Ratify warrants numbered 106557 through 107147 for the 2016/2017 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 11662 through 11724 for the 2016/2017 school year.

1g. Approve Independent Contractor agreement between Fullerton School District and eFilefolders effective November 16, 2016.

1h. Approve/Ratify Classified Personnel Report.

1i. Approve Partnership Agreement between Fullerton School District and University of Redlands effective November 16, 2016.

1j. Adopt Resolutions numbered 16/17-B011 through 16/17-B016 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1k. Approve/Ratify warrant number 1175 for the 2016/2017 school year (District 48, Amerige Heights).

1l. Approve agreement for solid waste management and recycling services Districtwide to Republic Services, effective December 1, 2016, through December 1, 2021.

1m. Designate the Superintendent to issue Request for Proposals (RFP) for the equipment/technology purchases that qualify under Public Contract Code 20118.2

1n. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction or by other means as allowed in Education Code sections 17545-17555.

1o. Approve Notice of Completion for RDM Electric Co. Inc., for Parks Junior High School, 2016 Interim Housing Rebid--(Electrical), FSD-15-16-RD-04.

1p. Approve Notice of Completion for Time and Alarm Systems for Parks Junior High School 2016 Interim Housing Rebid--(Low Voltage), FSD-15-16-RD-03.

1q. Approve Additive Change Order #7 for American Technologies, Inc., for Asbestos Abatement at Parks Junior High School, FSD-15-16-GFR -01.

1r. Approve Notice of Completion for American Technologies, Inc., for Asbestos Abatement at Parks Jr. High school, FSD-15-16-GFR -01.

1s. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Terry Gerner for Services as the Interim Director of Nutrition Services from November 1, 2016, through April 1, 2017.

1t. Review Orange County Department of Education's Williams Settlement Legislation First Quarter Report for 2016/2017.

1u. Approve Independent Contractor Agreement between Fullerton School District and Boulder Journey School for speaker fees at Fullerton School District Child Development Services Educator Roundtable "Cultivate the Scientist in Every Child" on March 2, 2017.

1v. Approve/Ratify Amended 2016/2017 Child Development State Preschool Contract.

1w. Approve/Ratify 2016/2017 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2016 through June 30, 2017.

1x. Approve out-of-state conference attendance for Hilda Sugarman to attend the National School Board Association Advocacy Institute in Washington D.C., on January 29-31, 2017.

1y. Approve/Ratify out-of-state conference attendance for Dr. Robert Pletka and Jay McPhail to attend the League of Innovative Schools Fall 2016 Meeting in Baltimore, Maryland on November 2-4, 2016.

Discussion/Action Items

2a. Approve Revised Board Policy

Revised:
Instruction
BP 6174, Education for English Learners

2b. Approve Revised Board Policies

Revised:
Community Relations
BP 1312.3 Uniform Complaint Procedures

Personnel
BP 4030 Nondiscrimination in Employment
BP 4119.11, 4219.11, 4319.11 Sexual Harassment

Students
BP 5131 Conduct
BP 5131.2 Anti-Bullying
BP 5145.3 Nondiscrimination/Harassment
BP 5145.7 Sexual Harassment
BP 5145.9 Hate-Motivated Behavior

2c. Approve Revised Board Annual goals.

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

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, December 13, 2016, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark Douglas, Interim Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s) and extra duty assignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:ad
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 15, 2016**

NEW HIRES

NAME/NAMES	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Mary Christian Membrere	Resource / Beechwood	IV/3	100	10/24/2016
Paige Acuna	Substitute Teacher	Employ	100	10/25/2016
Erica Affinito	Substitute Teacher	Employ	100	10/25/2016
Olga Alamilla	Substitute Teacher	Employ	100	10/10/2016
Elma Alvarez	Substitute Teacher	Employ	100	10/20/2016
Carmen Barragan	Substitute Teacher	Employ	100	11/01/2016
Molly Begnaud	Substitute Teacher	Employ	100	10/20/2016
Laken Betancourt	Substitute Teacher	Employ	100	10/13/2016
Kent Campbell, Jr.	Substitute Teacher	Employ	100	10/20/2016
Kathleen Cowles	Substitute Teacher	Employ	100	10/28/2016
Katrina Fritter	Substitute Teacher	Employ	100	10/31/2016
Maria Gonzalez	Substitute Teacher	Employ	100	10/27/2016
Aimee Han	Substitute Teacher	Employ	100	10/10/2016
Min Hoh Han	Substitute Teacher	Employ	100	10/26/2016
Katheryne Huynh	Substitute Teacher	Employ	100	10/14/2016
Esther Lauesen	Substitute Teacher	Employ	100	10/28/2016
Angie Lee	Substitute Teacher	Employ	100	10/18/2016
Melissa Maciel	Substitute Teacher	Employ	100	10/25/2016
Amy Mortensen	Substitute Teacher	Employ	100	11/03/2016
Ramiro Ramirez	Substitute Teacher	Employ	100	10/18/2016
Karla Richardson	Substitute Teacher	Employ	100	10/13/2016
Stephanie Shouse	Substitute Teacher	Employ	100	10/14/2016
Tesla Silvers	Substitute Teacher	Employ	100	10/27/2016
Sophia Slaughter	Substitute Teacher	Employ	100	10/19/2016
Samantha Ting	Substitute Teacher	Employ	100	10/28/2016
Kayley Turner	Substitute Teacher	Employ	100	10/10/2016
Angelina Venturelli	Substitute Teacher	Employ	100	11/01/2016
Shaina Vidal	Substitute Teacher	Employ	100	10/18/2016
Nicole Vink	Substitute Teacher	Employ	100	10/11/2016
Rose Ziemann	Substitute Teacher	Employ	100	10/11/2016
Elizabeth Graciano	Substitute Teacher	Employ	100	11/03/2016

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 15, 2016

EXTRA DUTY ASSIGNMENT(S)

Intra District Sports Coach Stipend

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

Monica Haynes (0130423409-1901)
David Garcia (0130417409-1901)

David Myers (0130420409-1901)
Kurt Koerth (0130411409-1901)

Approve stipend of \$300 from budget 0130430409-1901, for participation as a coach in Intra District Sports, for the following certificated personnel:

Laura MacIntosh

Jana Albright

Pacific Drive Grade Level Planning

Approve contract hourly rate not to exceed four (4) hours, from budget 0130422109-1101, for participating in Grade Level Planning on July 28, 2016 for the following certificated personnel:

Laura Grover

Pacific Drive Grade Level Planning

Approve contract hourly rate not to exceed seven (7) hours, from budget 0130422109-1101, for participating in Grade Level Planning on July 19 – August 2, 2016 for the following certificated personnel:

Yaelan Choo

Pacific Drive Grade PBIS Training

Approve contract hourly rate not to exceed three (3) hours, from budget 0121222101-1101, for participating in PBIS Trainings on July 19 – August 2, 2016 for the following certificated personnel:

Yaelan Choo

Ladera Vista Jr. High Master Scheduling

Approve contract hourly rate not to exceed twelve (12) hours, from budget 0130417109-1101, for Ladera Vista Jr High Master Scheduling for the 2016/2017 school year on August 1-3, 2016 for the following certificated personnel:

Michael Klein

Laguna Road Grade Level Planning

Approve contract hourly rate not to exceed two (2) hours, from budget 0122418101-1101, for participating in Grade Level Planning on August 2, 2016 for the following certificated personnel:

Candace Di Bella

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 15, 2016

EXTRA DUTY ASSIGNMENT(S)

Laguna Road Grade Level Planning

Approve contract hourly rate not to exceed five (5) hours, from budget 0122418101-1101, for participating in Grade Level Planning on August 2-3, 2016 for the following certificated personnel:

Angela Platon

Laguna Road Leadership Team Meeting

Approve stipend of \$120 per day, not to exceed \$120 from budget 0130218101-1901 for participation in Leadership Team Meeting on August 1, 2016, for the following certificated personnel:

Angela Platon

PLTW Training

Approve stipend of \$100 per day, not to exceed \$600, from budget 0121220101-1901, for participation in PLTW Training on July 10-15, 2016, for the following certificated personnel:

Melinda Candelaria

Summer Health Manual and SOMS/Clerks Meeting

NAME	ACTION	EFFECTIVE DATE
Nancy Rader	Contractual hourly rate not to exceed 1.25 hours, budget #125	6/06/16-7/22/16
Fisler "0" period Greek Influence on Modern Society		
NAME	ACTION	EFFECTIVE DATE
Dale Friesen	1/7 of per diem from budget #116	11/07/2016-5/27/2017

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on November 15, 2016.

Clerk/Secretary

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, 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.

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: November 15, 2016

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Fullerton Education Foundation	Community Partner(s)	monetary donation	for the school	\$90.00
Acacia	Kroger	Community Partner(s)	monetary donation	for the school	\$33.69
Acacia	Ashley Mangino	Community Partner(s)	monetary donation	for the school	\$975.00
Acacia	PTA		monetary donation	for the school	\$780.04
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$296.00
Beechwood	Beechwood PTSA		2 cellos, 2 cases, 2 Brazil wood bows	band and music	
Beechwood	Beechwood PTSA		6 Proline MS2200 BK tripod boom mic stand blk, 3 Shure BLX24PG58 handheld wireless system w/PG58, 3 Livewire Advantage EXM3 3ft mic cable	assemblies and performances	
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	STEM lab	\$1,500.00
Fern Drive	Fern Drive PTA		monetary donation	Accelerated Reader	\$5,700.00
Fern Drive	Fern Drive Techknowledgey Foundation	Community Partner(s)	monetary donation	robotics	\$1,500.00
Fern Drive	Fullerton Education Foundation	Community Partner(s)	monetary donation	student/classroom supplies	\$280.00
Fine Arts	Karla Louise Frizler	Parent(s)	monetary donation	Nicolas J.H. band	\$50.00
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Fisler	Fisler PTSA		monetary donation	spirit rally	\$428.00
Fisler	Fisler PTSA		monetary donation	middle school electives	\$12,000.00
Fisler	Fisler PTSA		monetary donation	field trips	\$15,000.00
Fisler	Fisler PTSA		monetary donation	office supplies	\$200.00
Fisler	Scholarship America	Community Partner(s)	monetary donation	math-related instructional materials	\$1,000.00
Golden Hill	Golden Hill PTA		monetary donation	Puppets and Players Little Theater assembly	\$710.00
Hermosa Drive	Fullerton Education Foundation	Community Partner(s)	monetary donation	technology	\$210.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	6th grade	\$1,827.59
Hermosa Drive	MyTy Inc.	Community Partner(s)	monetary donation	6th Grade Outdoor Education	\$98.75
Hermosa Drive	Rachel E. Stewart	Community Partner(s)	monetary donation	6th grade	\$60.00
Hermosa Drive	Tritone Music Academy	Community Partner(s)	monetary donation	technology	\$100.00

FULLERTON SCHOOL DISTRICT**Gifts: November 15, 2016**

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Ladera Vista J.H.	Kroger	Community Partner(s)	monetary donation	for the school	\$26.40
Laguna Road	Fullerton Education Foundation	Community Partner(s)	monetary donation	general needs	\$590.00
Maple	Leslie McCarthy	Community Partner(s)	monetary donation	Mustang Ladies	\$500.00
Maple	Northrup Grumman Foundation	Community Partner(s)	monetary donation	library	\$2,500.00
Maple	Soroptimist International of Fullerton	Community Partner(s)	monetary donation	Mustang Ladies	\$1,000.00
Parks J.H.	Fullerton Education Foundation	Community Partner(s)	monetary donation	classroom needs	\$145.00
Parks J.H.	Mohamed Sanfaz	Parent(s)	monetary donation	foods classes	\$75.00
Parks J.H.	Mohamed Sanfaz	Parent(s)	monetary donation	classroom/school needs	\$500.00
Parks J.H.	Mohamed Sanfaz	Parent(s)	monetary donation	choir classes	\$75.00
Raymond	Raymond PTA		monetary donation	4th grade recorder program	\$550.00
Richman	Fullerton Education Foundation	Community Partner(s)	monetary donation	STEAM supplies and materials	\$1,210.00
Richman	Houria Hall	Community Partner(s)	monetary donation	materials/supplies	\$40.00
Richman	Kids in the Game	Community Partner(s)	monetary donation	P.E. equipment	\$2,000.00
Richman	Stanley Smiley (Anita Smiley Memorial)	Community Partner(s)	monetary donation	library books	\$500.00
Richman	Walmart	Community Partner(s)	monetary donation	materials/supplies	\$250.00
Rolling Hills	Fullerton Education Foundation	Community Partner(s)	monetary donation	student supplies and materials	\$350.00
Rolling Hills	Garden Foundation	Community Partner(s)	monetary donation	Outdoor Ed	\$160.00
Rolling Hills	Dr. Mathew Kirby	Parent(s)	monetary donation	MP3 supplies and materials	\$250.00
Rolling Hills	April Norris	Parent(s)	monetary donation	LTL	\$38.80
Sunset Lane	Fullerton Education Foundation	Community Partner(s)	monetary donation	technology	\$470.00
Valencia Park	Apple Inc.	Community Partner(s)	monetary donation	for the school	\$411.25
Valencia Park	Major Mike Hubbard	Community Partner(s)	monetary donation	for the school	\$250.00

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED K22C0038 THROUGH K22C0051, K22D0367 THROUGH K22D0507, K22M0125 THROUGH K22M0130, K22R0519 THROUGH K22R0672, K22S0007 THROUGH K22S0008, K22T0005 THROUGH K22T0006, K22V0087 THROUGH K22V0104, K22X0319 THROUGH K22X0335, AND K22Y0051 THROUGH K22Y0055 FOR THE 2016/2017 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 K22C0038 through K22C0051, K22D0367 through K22D0507, K22M0125 through K22M0130, K22R0519 through K22R0672, K22S0007 through K22S0008, K22T0005 through K22T0006, K22V0087 through K22V0104, K22X0319 through K22X0335, and K22Y0051 through K22Y0055 for the 2016/2017 fiscal year.

SH:MG:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22C0038	CALIFORNIA MATH COUNCIL SOUTH	765.00	765.00	0111630101 5210	Donation Discretionary Fisler / Conferences and Meetings
K22C0039	ORANGE COUNTY COUNCIL FOR GIFT	3,420.00	3,420.00	0111555103 5210	Gifted and Talented Education / Conferences and Meetings
K22C0040	CALIFORNIA PURCHASERS HEALTH C	385.00	385.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
K22C0041	ORANGE CNTY DEPARTMENT OF EDUC	300.00	300.00	0130413109 5210	Site Discr Instruction Fern Dr / Conferences and Meetings
K22C0042	FIRST PRESBYTERIAN NURSERY SCH	550.00	550.00	1208255101 5210	Child Developmnt Instr Central / Conferences and Meetings
K22C0043	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0130423109 5210	Site Discr Instruction Parks / Conferences and Meetings
K22C0045	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
K22C0046	CHILDREN'S CENTER AT CALTECH	2,070.00	2,070.00	1234052101 5210	Qlty Rating Impr Sys Instr / Conferences and Meetings
K22C0047	CALIFORNIA CHILD DEVELOPMENT	1,065.00	266.25 798.75	1208555101 5210 1231019101 5210	Fee Based Childcare Admin / Conferences and Meetings Preschool Instruction / Conferences and Meetings
K22C0048	ORANGE CNTY DEPARTMENT OF EDUC	30.00	30.00	0132952101 5210	Aftt Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
K22C0049	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0130210101 5210	Resp to Interv Instr Acacia / Conferences and Meetings
K22C0050	VENTURA COUNTY OFFICE OF EDUCA	100.00	100.00	0125554321 5210	LEA Medi Cal Reimb Psych / Conferences and Meetings
K22C0051	LOVE AND LOGIC INSTITUTE INC	545.00	545.00	0130218101 5210	Resp to Interv Instr Laguna Rd / Conferences and Meetings
K22D0367	WONDER WORKSHOP	1,619.89	1,619.89	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
K22D0368	BRAINPOP LLC	2,840.00	2,840.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
K22D0369	ROSETTA STONE LTD	3,725.00	3,725.00	0122430101 4310	Title III Limited Engl Fisler / Materials and Supplies Instr
K22D0370	AMY'S FARM	672.00	672.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
K22D0371	IRVINE RANCH OUTDOOR EDUCATION	26,550.00	26,550.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
K22D0372	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
K22D0373	ENVIRONMENTAL NATURE CENTER	945.00	945.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
K22D0374	AMAZON.COM	2,511.84	2,511.84	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0375	FRIENDS OF JAZZ INC	1,200.00	1,200.00	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22D0376	LEGO EDUCATION	3,404.35	3,404.35	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0377	STARFALL EDUCATION	270.00	270.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
K22D0378	AMAZON.COM	118.00	118.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22D0379	BAROLDI, CHRISTINA	800.00	800.00	0121212101 5805	Title I Commonwealth Instr / Consultants
K22D0380	CAMPOS, MISTY	800.00	800.00	0121212101 5805	Title I Commonwealth Instr / Consultants
K22D0381	MATHEMATICAL OLYMPIADS FOR ELE	327.00	327.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
K22D0382	APPLE COMPUTER INC	187.92	187.92	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0383	AMAZON.COM	2,698.65	2,698.65	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
K22D0384	AMAZON.COM	259.14	259.14	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22D0385	LEARNING A TO Z	109.95	109.95	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
K22D0386	HEINEMANN PUBLISHING	4,755.40	4,755.40	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0387	UNIVERSITY OF OREGON	460.00	460.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22D0388	LEARNING A TO Z	399.80	399.80	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
K22D0389	GENERAL BINDING CORP	551.61	551.61	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22D0390	AMAZON.COM	1,756.05	1,756.05	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
K22D0391	FITNESS FINDERS INC	331.78	331.78	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0392	LAKESHORE LEARNING	397.44	397.44	0122418101 4310	Title III Limited Engl Laguna / Materials and Supplies Instr
K22D0393	LAKESHORE LEARNING	355.32	355.32	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
K22D0394	NASCO WEST INC	44.16	44.16	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
K22D0395	MARRONE JR.,FRANK L	500.00	500.00	0130417119 4310	Performing Arts Ladera Vista / Materials and Supplies Instr
K22D0396	LEGO EDUCATION	3,404.35	3,404.35	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22D0397	AMAZON.COM	645.84	645.84	0130229101 4310	Resp to Interv Instr Woodcrest / Materials and Supplies Inst
K22D0398	AMAZON.COM	304.15	304.15	0122418101 4310	Title III Limited Engl Laguna / Materials and Supplies Instr
K22D0399	LA HABRA HIGH SCHOOL	580.00	580.00	0130423189 5850	Vocal Class Parks Jr High / Admission Fees
K22D0400	IC GROUP - CALIFORNIA	755.83	755.83	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0401	SEGERSTROM CENTER FOR THE ARTS	1,785.00	1,785.00	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0402	AMAZON.COM	1,255.92	1,255.92	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22D0403	MCGRAW HILL EDUCATION INC	610.98	610.98	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
K22D0404	ORIENTAL TRADING COMPANY	179.98	179.98	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
K22D0405	AMAZON.COM	1,032.67	1,032.67	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0406	AMAZON.COM	1,439.53	1,439.53	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
K22D0407	AMAZON.COM	323.97	323.97	0130423189 4310	Vocal Class Parks Jr High / Materials and Supplies Instr
K22D0408	AMAZON.COM	101.16	101.16	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0409	NOVO SUPPLY LLC	476.48	476.48	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
K22D0410	MCGRAW HILL EDUCATION INC	557.07	557.07	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
K22D0411	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
K22D0412	CALIFORNIA WEEKLY EXPLORER INC	1,144.80	1,144.80	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22D0413	FISHER SCIENCE EDUCATION	40.77	40.77	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22D0414	EAGLE COMMUNICATIONS	531.00	531.00	0130427279 4350	Site Discr Admin Sunset Lane / Materials and Supplies
K22D0415	IMAGE SOURCE	430.92	430.92	0181218101 4310	Instr Mat Lottery Laguna Instr / Materials and Supplies Inst
K22D0417	PROJECT LEAD THE WAY	11,551.00	11,551.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22D0418	AMAZON.COM	97.04	97.04	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22D0419	AMAZON.COM	37.31	37.31	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
K22D0420	AMAZON.COM	485.73	485.73	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0421	AMAZON.COM	384.80	384.80	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0422	APPLE COMPUTER INC	804.60	804.60	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
K22D0423	AMAZON.COM	103.68	103.68	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
K22D0424	LIGHTSPEED TECHNOLOGIES INC	144.60	144.60	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
K22D0425	THE COMPLETE PACKAGE INC	292.03	292.03	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0426	APPLE COMPUTER INC	804.60	804.60	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22D0427	APPLE COMPUTER INC	381.24	381.24	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0428	APPLE COMPUTER INC	160.92	160.92	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
K22D0429	COMPLETE BUSINESS SYSTEMS	630.08	630.08	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
K22D0430	HEINEMANN PUBLISHING	5,791.50	5,791.50	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0431	COMPLETE BUSINESS SYSTEMS	409.46	409.46	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
K22D0432	IXL MEMBERSHIP SERVICES	5,823.00	1,823.00 4,000.00	0110330109 4310 0111630101 4310	Reimburse Fisler Discretionary / Materials and Supplies Donation Discretionary Fisler / Materials and Supplies Instr
K22D0433	LIBRARY STORE, THE	223.96	223.96	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
K22D0434	KBI AND ASSOCIATES	429.84	429.84	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0435	S&S WORLDWIDE INC	200.59	200.59	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22D0436	LAKESHORE LEARNING	463.32	463.32	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22D0437	NEARPOD INC	259.20	259.20	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0438	TEACHER SYNERGY LLC	47.25	47.25	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0439	WONDER WORKSHOP	1,133.92	1,133.92	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
K22D0440	CHILD1ST PUBLICATIONS LLC	448.28	448.28	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
K22D0441	RENAISSANCE LEARNING INC	1,073.33	1,073.33	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
K22D0442	AMAZON.COM	37.84	37.84	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
K22D0443	AMAZON.COM	315.55	102.03 213.52	0130426109 4310 0181226101 4310	Site Discr Instruction Rolling / Materials and Supplies Inst Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
K22D0444	AMAZON.COM	157.79	157.79	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22D0445	AMAZON.COM	40.69	40.69	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22D0446	AMAZON.COM	151.16	151.16	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0447	CENTER FOR COLLABORATIVE CLASS	3,184.20	3,184.20	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0448	CDW.G	784.08	784.08	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22D0449	HERE COMES MONEY FUNDRAISING	351.64	351.64	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
K22D0450	SCHOOL NURSE SUPPLY INC	39.23	39.23	0130429279 4350	Site Discr Admin Woodcrest / Materials and Supplies
K22D0451	NASCO WEST INC	325.56	325.56	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0452	IOGRAPHER LLC	542.73	542.73	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
K22D0453	STEMFINITY LLC	1,531.64	1,531.64	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
K22D0454	TOLEDO PHYSICAL EDUCATION SUPP	1,061.39	1,061.39	0130420199 4310	PE Nicolas / Materials and Supplies Instr
K22D0455	KODABLE	1,750.00	1,750.00	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
K22D0456	WALKER ENTERPRISES INC	1,645.46	1,645.46	0130423189 4310	Vocal Class Parks Jr High / Materials and Supplies Instr
K22D0457	LITTLEBITS ELECTRONICS INC	10,797.84	10,797.84	0111913101 4310	Phelps Grant Fern Drive / Materials and Supplies Instr
K22D0458	FRIENDS OF JAZZ INC	1,800.00	1,800.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22D0459	AMAZON.COM	122.53	122.53	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22D0460	AMAZON.COM	29.28	29.28	0111628107 4310	Cotsen Foundation Instr VP / Materials and Supplies Instr
K22D0461	AMAZON.COM	279.72	279.72	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0462	STAPLES ADVANTAGE	132.10	132.10	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0463	EAGLE COMMUNICATIONS	75.52	75.52	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
K22D0464	TEACHER SYNERGY LLC	55.08	55.08	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0465	MCGRAW HILL EDUCATION INC	305.49	305.49	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0466	S&S WORLDWIDE INC	112.88	112.88	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22D0467	HEINEMANN PUBLISHING	39,204.00	39,204.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0468	AMAZON.COM	43.45	43.45	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
K22D0469	DEMCO INC	1,333.37	1,333.37	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
K22D0470	HEINEMANN PUBLISHING	5,841.00	5,841.00	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
K22D0471	AMAZON.COM	550.58	550.58	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0472	UNIVERSITY OF OREGON	350.00	350.00	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
K22D0473	NIMCO	165.20	165.20	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
K22D0474	KBI AND ASSOCIATES	469.64	469.64	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
K22D0475	STAPLES ADVANTAGE	247.78	247.78	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0476	MEMORY JOGGERS	74.24	74.24	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
K22D0477	TEACHERS' SCHOOL SUPPLY	421.09	421.09	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
K22D0479	CREATIVE NOTEBOOK SOLUTIONS	649.00	649.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22D0480	SCHOOL OUTFITTERS	1,433.50	1,433.50	0130220101 4310	Resp to Interv Instr Nicolas / Materials and Supplies Instr
K22D0481	ART SUPPLY WAREHOUSE	1,287.35	1,287.35	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
K22D0482	AMAZON.COM	93.39	93.39	0122412101 4310	Title III Ltd Engl Commnwealth / Materials and Supplies
K22D0483	AMAZON.COM	135.42	135.42	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0484	CDW.G	279.72	279.72	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0485	CONTINENTAL MATHEMATICS	63.72	63.72	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
K22D0486	CURRICULUM ASSOCIATES LLC	22.52	22.52	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
K22D0487	SCHOLASTIC MAGAZINES	773.30	773.30	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22D0488	ADOBE SYSTEMS INCORPORATED	2,496.00	2,496.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22D0489	AMAZON.COM	484.38	484.38	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
K22D0490	SCHOLASTIC INC	327.45	327.45	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0491	SCHOOL NURSE SUPPLY INC	288.87	288.87	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0492	AMAZON.COM	80.50	80.50	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
K22D0493	AMAZON.COM	62.63	62.63	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
K22D0494	AMAZON.COM	536.60	536.60	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
K22D0495	MOBYMAX	1,295.00	1,295.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0496	AMPLIFY EDUCATION INC	231.95	231.95	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0497	NEARPOD INC	259.20	259.20	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0498	STEMFINITY LLC	10,566.20	10,566.20	0111913101 4310	Phelps Grant Fern Drive / Materials and Supplies Instr
K22D0499	MCGRAW HILL EDUCATION INC	323.46	323.46	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Instr
K22D0500	BARNES AND NOBLE INC	430.92	430.92	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0501	SUPPLY MASTER	134.65	134.65	0111054101 4310	Home Hospital Instruction / Materials and Supplies Instr
K22D0502	NETOP TECH INC	1,050.84	1,050.84	0130423179 4310	Video Art Production Parks / Materials and Supplies Instr
K22D0503	AMAZON.COM	464.29	464.29	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
K22D0504	AMAZON.COM	746.22	746.22	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
K22D0505	AMAZON.COM	506.61	506.61	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22D0506	AMAZON.COM	34.58	34.58	0111628107 4310	Cotsen Foundation Instr VP / Materials and Supplies Instr
K22D0507	AMAZON.COM	79.82	79.82	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22M0125	SIMPLOT PARTNERS	4,752.00	4,752.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
K22M0126	MULCH MASTER	5,122.60	5,122.60	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
K22M0127	S AND R AIR CONDITIONING AND II	700.00	475.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			224.50	1453315819 5640	Deferred Maint Golden Hill / Repairs by Vendors
K22M0128	PRINCIPLES CONTRACTING INC	4,625.00	4,625.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
K22M0129	GRAINGER INC, WW	697.68	697.68	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
K22M0130	DAILY JOURNAL CORPORATION	762.70	762.70	4067150851 5899	Facilities / Other Expenses
K22R0519	EDUCATION PRODUCTS AND SERVICE	1,997.93	1,997.93	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22R0520	BENAVIDES, JANA	30.00	30.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0521	TURCIOS, ANA B.	99.99	99.99	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0522	HOBAYAN, LEILANI	30.00	30.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0523	ORTEGA, DANIELLE	60.00	60.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0524	SILVAS, AMBER	30.00	30.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0525	REGALDO, LAUREN	30.00	30.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0526	SCHWANIGER, MONICA	20.00	20.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0527	WALKER, MAJELA	130.00	130.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0528	BHATT, VARSHA	30.00	30.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0529	MOSES, LAUREN	221.37	221.37	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0530	MOSES, LAUREN	118.30	118.30	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0531	BURCOMBE, STEPHANIE	17.37	17.37	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0532	CENTENO, CRISTINA	156.34	81.14	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			75.20	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
K22R0534	RYAN, CATHERINE	232.04	232.04	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22R0535	NGUYEN, DAVE	293.75	293.75	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
K22R0536	CURLEY, CAROLE ANN	60.14	60.14	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
K22R0537	J TAYLOR EDUCATION	915.84	915.84	0111555103 4310	Gifted and Talented Education / Materials and Supplies
K22R0538	BENAVIDES, JANA	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
K22R0539	WEISS-WRIGHT, RYAN	139.72	139.72	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
K22R0540	AMAZON.COM	222.89	222.89	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
K22R0541	AMAZON.COM	509.04	509.04	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0542	AMAZON.COM	35.97	35.97	0151354341 4350	Health Services / Materials and Supplies Office
K22R0543	AMAZON.COM	764.90	764.90	0111555103 4310	Gifted and Talented Education / Materials and Supplies
K22R0544	HOUGHTON MIFFLIN COMPANY	596.16	596.16	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
K22R0545	MILLER, DONNA	209.24	209.24	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0546	ZINNEL, PAMELA	235.86	235.86	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0547	WILSON, CYNTHIA ANN	139.41	139.41	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0548	CORRADINO, CHRISTINA	113.28	113.28	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0549	FREEMAN, JAMIE	91.91	91.91	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0550	RUIZ, KYLE	117.53	117.53	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0551	POWERSCHOOL GROUP LLC	2,000.00	2,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
K22R0552	MCCOMB, YOLANDA	141.33	141.33	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22R0553	MATHALICIOUS LLC	1,280.00	1,280.00	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies
K22R0554	AMAZON.COM	1,831.40	1,831.40	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0555	AMAZON.COM	87.45	87.45	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
K22R0556	WINSOR LEARNING INC	4,273.50	4,273.50	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0557	INNOVATIVE LEARNING CONCEPTS	1,332.22	1,332.22	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0558	LAKESHORE LEARNING	790.43	790.43	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0559	AMAZON.COM	161.53	161.53	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0560	BRIGGS, EDWARD	135.46	135.46	0130420139 4310	Science Nicolas / Materials and Supplies Instr
K22R0561	PNV	504.00	504.00	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
K22R0562	AMAZON.COM	128.79	128.79	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0563	KOERTH, KURT	111.91	111.91	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22R0564	GIVEN, STEPHANIE	36.19	36.19	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22R0565	SAQR, MARIA	28.98	28.98	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22R0566	CZERWINSKI, REBECCA	77.54	77.54	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22R0567	CASTILLO, KELLY	72.00	72.00	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
K22R0568	DAVID, ALICIA	63.99	63.99	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0569	ARELLANO, BLANCA	78.00	78.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0570	ARANDA, OSCAR	200.00	200.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0571	AMAZON.COM	88.45	88.45	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
K22R0572	BAUVILLE COMPUTER PRODUCTS	150.45	150.45	8152451741 5899	Property and Liability / Other Expenses

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0573	AMERICAN RED CROSS	3,605.00	3,605.00	8152451741 5210	Property and Liability / Conferences and Meetings
K22R0574	VEX ROBOTICS INC	1,903.96	1,903.96	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
K22R0575	LEGO EDUCATION	3,401.79	3,401.79	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
K22R0576	AMAZON.COM	129.58	129.58	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
K22R0577	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0578	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0579	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0580	CHOI, CONNIE	74.49	74.49	0130218101 4310	Resp to Interv Instr Laguna Rd / Materials and Supplies Inst
K22R0581	KBI AND ASSOCIATES	429.84	429.84	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
K22R0582	UNLIMITED SUPPLIES LLC	511.92	511.92	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
K22R0583	CURRICULUM ASSOCIATES LLC	980.23	980.23	0130252101 4310	Resp to Interv Instr District / Materials and Supplies Instr
K22R0584	E L ACHIEVE	3,363.00	3,363.00	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
K22R0585	BARNES AND NOBLE INC	2,624.40	2,624.40	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Inst
K22R0586	BARNES AND NOBLE INC	2,118.69	2,118.69	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Inst
K22R0587	SOCIAL THINKING	129.80	129.80	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
K22R0588	STENTON, ANNE	47.40	47.40	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22R0589	KNAPP, KELLY	102.66	102.66	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0590	LEWIS, LARA	43.15	43.15	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0591	DILUIGI, JESSICA	438.63	438.63	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0592	COCKERILL, HEIDI ANN	627.33	627.33	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0593	KOSKI, BRITTNEY	72.01	72.01	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0594	MILLS, ALINA	700.57	700.57	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0595	HEINEMANN PUBLISHING	2,303.88	2,303.88	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies
K22R0596	BRANDON, JULIE	110.50	110.50	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0597	AMAZON.COM	231.74	231.74	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0598	AMAZON.COM	431.98	431.98	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0599	ELLIS, PETER	16.00	16.00	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
K22R0600	KHAN, ARSHIYA	82.00	82.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22R0601	ASCARI, PATRICIA	59.44	59.44	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22R0602	DELLALONGA, SANDRA	238.29	238.29	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22R0603	DYER, JODY	26.94	26.94	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
K22R0604	MYERS, KYLE	210.88	210.88	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0605	ESTRADA, FAVIOLA	90.00	90.00	0132952101 4310	Aft Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R0606	MCCHRISTY, KEELY	193.98	193.98	0132952101 4310	Aft Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R0607	PINEDA-RODRIGUEZ, JENNIFER	18.50	18.50	0132952101 4310	Aft Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R0608	NARANJO, ANGELA	12.00	12.00	0132952101 4310	Aft Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R0609	DORSE, MARIAH	25.50	25.50	0132952101 4310	Aft Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R0610	ELMORE, DOUGLAS	126.35	126.35	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22R0611	HERNANDEZ, EVELIN	305.00	305.00	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0613	NATURE EXPLORE	1,349.92	1,349.92	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0614	SCHOOL OUTFITTERS	74.28	74.28	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0615	DICK BLICK ART MATERIALS	51.23	51.23	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0616	COMMUNITY PLAYTHINGS	182.90	182.90	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0617	LAKESHORE LEARNING	552.76	552.76	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0618	PHONAK HEARING SYSTEMS	1,042.54	230.10	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
			812.44	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
K22R0619	PHONAK HEARING SYSTEMS	126.39	126.39	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
K22R0620	PHONAK HEARING SYSTEMS	3,511.11	145.83	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0620	*** CONTINUED ***				
			3,365.28	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
K22R0621	CITY OF FULLERTON	50.00	50.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0622	CITY OF FULLERTON	50.00	50.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0623	CITY OF FULLERTON	50.00	50.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0624	MATRIX IMAGING PRODUCTS INC	5,012.00	5,012.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
K22R0625	AEROMARK	140.13	140.13	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
K22R0626	AMAZON.COM	966.05	966.05	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0627	GOV CONNECTION	485.14	485.14	0140155239 4350	Curriculum Development Discret / Materials and Supplies
K22R0628	ULINE	1,245.78	1,245.78	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
K22R0629	SUPPLY MASTER	703.74	703.74	0153050799 4350	Business Administration DC / Materials and Supplies
K22R0630	APPLE COMPUTER INC	341.28	341.28	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
K22R0631	KAPLAN SCHOOL SUPPLY	334.80	334.80	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0632	SCHOOL SPECIALTY	113.87	113.87	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0633	OFFICE DEPOT BUSINESS SERVICE	74.33	74.33	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0634	PLUSHY FEELY CORP	1,486.78	1,486.78	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
K22R0635	PALOS SPORTS	1,982.39	1,982.39	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22R0636	SOUTHPAW ENTERPRISES	525.10	525.10	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
K22R0637	FUN AND FUNCTION	770.11	770.11	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
K22R0638	ACHIEVEMENT PRODUCTS FOR SPECI	924.55	924.55	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
K22R0639	LAKESHORE LEARNING	117.96	117.96	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
K22R0640	ENABLEMART	177.00	177.00	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
K22R0641	IMAGE SOURCE	378.00	378.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
K22R0642	ROUNDS, CYNTHIA	85.63	85.63	0130430109 4310	Site Discr Instruction Fidler / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0643	STAVA, KYLE	265.12	265.12	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22R0644	LEE, JULIENNE	252.45	252.45	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22R0645	KIM, TRACY	440.43	440.43	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0646	MOSES, LAUREN	48.59	48.59	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0647	RASHID, ZEHIRA	55.91	55.91	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
K22R0648	MATRIX IMAGING PRODUCTS INC	2,577.00	2,577.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
K22R0649	AMAZON.COM	57.23	57.23	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0650	MEX RESTAURANT INC	1,009.80	1,009.80	0152657719 4350	Superintendent Discret / Materials and Supplies Office
K22R0651	SUPPLY MASTER	235.53	235.53	0153050799 4350	Business Administration DC / Materials and Supplies
K22R0652	HEINEMANN PUBLISHING	129.21	129.21	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies
K22R0653	CALIFORNIA STATE PTA	15,150.00	15,150.00	0121252101 5805	Title I District Instruction / Consultants
K22R0654	NCS PEARSON INC	12,500.00	12,500.00	0139155333 4350	PBIS Grant Social Services / Materials and Supplies Office
K22R0655	CYRUS, SAMAD	81.00	81.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0656	AMAZON.COM	147.49	147.49	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0657	CLEARY-HORN, KIMBERLY	40.94	40.94	0130226101 4310	Resp to Interv Instr Rolling H / Materials and Supplies Inst
K22R0658	AMAZON.COM	165.35	165.35	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0659	AMAZON.COM	58.20	58.20	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0660	AMAZON.COM	337.95	337.95	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0661	CHALK SPINNER LLC	5,109.40	5,109.40	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
K22R0662	CDW.G	319.94	319.94	0152258749 4350	Personnel Commission Discret / Materials and Supplies
K22R0663	DISCOUNT SCHOOL SUPPLY	2,169.69	2,169.69	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0664	WETIP INC	212.40	212.40	8152451741 4363	Property and Liability / Materials and Supplies Repairs
K22R0665	OFFICE DEPOT BUSINESS SERVICE	193.84	193.84	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R0666	LIGHTSPEED SYSTEMS INC	47,154.96	280.80	0140955109 4310	Information Systems Serv Instr / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0666	*** CONTINUED ***				
			46,874.16	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22R0667	JACKSON, DENA	28.07	28.07	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22R0668	MCCOMB, YOLANDA	70.17	70.17	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22R0669	LEE, JULIENNE	86.36	86.36	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
K22R0670	SOLTERO-RUIZ, DR ERLINDA	303.03	303.03	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
K22R0671	IC GROUP - CALIFORNIA	141.96	141.96	0111611131 4310	Band Beechwood / Materials and Supplies Instr
K22R0672	GILSTRAP, CHRISTINA	445.65	445.65	0111611107 4310	Cotsen Foundation Instr BW / Materials and Supplies Instr
K22S0007	SCHOOL HEALTH CORPORATION	1,486.62	1,486.62	0100000000 9320	Unrestricted / Stores
K22S0008	SOUTHWEST SCHOOL SUPPLY	770.43	770.43	0100000000 9320	Unrestricted / Stores
K22T0005	A-Z BUS SALES	16,658.40	16,658.40	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
K22T0006	A-Z BUS SALES	16,658.40	16,658.40	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
K22V0087	SCHOOL OUTFITTERS	2,114.98	991.11	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
			1,123.87	0150554101 6410	APE Autism OT Vision Instr / New Equip Less Than
K22V0088	IMAGE SOURCE	1,185.84	1,185.84	0130229101 6410	Resp to Interv Instr Woodcrest / New Equip Less Than
K22V0089	AMAZON.COM	1,194.46	1,194.46	0131655109 6410	Visual Performing Arts Instruc / New Equip Less Than
K22V0090	CDW.G	1,833.84	1,833.84	0131655109 6410	Visual Performing Arts Instruc / New Equip Less Than
K22V0091	CDW.G	1,631.52	284.72	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
			1,346.80	0111626101 6410	Donation Instr Rolling Hills / New Equip Less Than
K22V0092	CDW.G	1,631.52	284.72	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
			1,346.80	0130217101 6410	Resp to Interv Instr Ladera / New Equip Less Than \$10,000
K22V0093	CDW.G	522.36	5.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
			517.36	0130423109 6410	Site Discr Instruction Parks / New Equip Less Than
K22V0094	PC AND MACEXCHANGE	1,273.32	1,273.32	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
K22V0095	APPLE COMPUTER INC	3,930.48	308.64	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22V0095	*** CONTINUED ***				
			3,621.84	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
K22V0096	MEDICALESHP INC	4,941.00	464.40	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
			4,476.60	0112154101 6410	Special Day Class MS Instr / New Equip Less Than
K22V0097	TJT SALES	645.84	41.04	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			604.80	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
K22V0098	AMAZON.COM	8,094.60	8,094.60	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22V0099	AMAZON.COM	936.36	936.36	0125554341 6410	LEA Medi Cal Reimb Health Svcs / New Equip Less Than
K22V0100	IMAGE SOURCE	1,616.76	1,616.76	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22V0101	CM SCHOOL SUPPLY COMPANY	671.42	671.42	0130422109 6410	Site Disc Instr Pacific Drive / New Equip Less Than
K22V0102	CDW.G	1,944.65	10.00	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			1,934.65	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
K22V0103	CM SCHOOL SUPPLY COMPANY	1,727.99	1,727.99	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
K22V0104	MONTGOMERY HARDWARE COMPANY	983.12	983.12	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
K22X0319	RILEY, CHAD	3,000.00	3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
K22X0320	STULTS, EMILY	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
K22X0321	SOFTWARE SOLUTIONS SUPPLY INC	600.00	600.00	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies
K22X0322	CSM CONSULTING INC	23,500.00	23,500.00	0140955249 5805	Info Systems Serv Media DC / Consultants
K22X0323	CORREA, VANESA AND EDUARDO	1,000.00	1,000.00	0142054261 5220	Spec Ed Parent Participation / Mileage
K22X0324	SVENSSON, ISAAC	10,000.00	10,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
K22X0325	GARZA, SAMUEL R.	5,600.00	5,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
K22X0326	CUARA, FIORELLA	6,000.00	6,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
K22X0327	ORANGE CNTY DEPARTMENT OF EDUC	14,225.00	14,225.00	1234052101 5805	Qlty Rating Impr Sys Instr / Consultants
K22X0328	CHO, SUNGDAE AND SEUNGHYUN	2,000.00	2,000.00	0142054261 5220	Spec Ed Parent Participation / Mileage
K22X0329	COMMUNITY UNION INC	22,350.00	11,175.00	0121220101 5805	Title I Nicolas Instruction / Consultants

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2016**

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22X0329	*** CONTINUED ***				
			11,175.00	0121229101 5805	Title I Woodcrest Instruction / Consultants
K22X0330	LEG GODT	15,000.00	15,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
K22X0331	AMERICAN RED CROSS	5,000.00	5,000.00	0151354341 4350	Health Services / Materials and Supplies Office
K22X0332	BELLFLOWER MUSIC CENTER	765.00	765.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
K22X0333	STAFFREHAB	10,000.00	10,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
K22X0334	PROCARE THERAPY INC	40,000.00	40,000.00	0125554391 5866	LEA Medi Cal Reimb OT / Nonpublic Agency Services
K22X0335	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0142554279 4350	Calif Childrens Services Admin / Materials and Supplies
K22Y0051	PACIFIC COACHWAYS	15,000.00	15,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
K22Y0052	WORLDWIDE WASTE MANAGEMENT	800.00	800.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
K22Y0053	ADVANCED BATTERY SYSTEMS INC	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
K22Y0054	D AND D INSTRUMENTS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
K22Y0055	ACE INDUSTRIAL SUPPLY INC.	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
	Fund 01 Total:	615,935.84			
	Fund 12 Total:	32,682.31			
	Fund 14 Total:	224.50			
	Fund 40 Total:	762.70			
	Fund 81 Total:	3,967.85			
	Total Amount of Purchase Orders:	653,573.20			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0047	PDC A BRADY COMPANY	219.95	+10.01	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0161	HEINEMANN PUBLISHING	1,220.94	+250.56	0130230101 4310	Resp to Interv Instr Fisler / Materials and Supplies Instr
K22D0240	TIME FOR KIDS MAGAZINE	539.49	+154.14	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies Instr
K22R0153	RIVERSIDE PUBLISHING COMPANY	1,886.82	+159.90	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
K22R0226	AMAZON.COM	1,282.05	-10.22	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0346	SOUTHWEST SCHOOL SUPPLY	523.46	-31.13	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22V0072	DEMCO INC	1,447.76	+268.41	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22V0074	AMAZON.COM	29,900.42	-72.70	0140955109 4310	Information Systems Serv Instr / Materials and Supplies Instr
			-8,094.60	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22X0008	SOUTHWEST SCHOOL SUPPLY	15,000.00	+8,000.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
K22X0020	SOUTHWEST SCHOOL SUPPLY	11,660.00	+500.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
			+1,000.00	0130211101 4310	Resp to Interv Instr Beechwood / Materials and Supplies Instr
K22X0095	AT&T	87,000.00	+75,000.00	0154653821 5900	Utilities / Communications
K22Y0005	A-Z BUS SALES	16,000.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+5,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
	Fund 01 Total:		83,175.72		
	Fund 12 Total:		-41.35		
	Total Amount of Change Orders:		83,134.37		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/15/2016

FROM 09/30/2016 TO 10/27/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22C0044	ORANGE COUNTY COUNCIL FOR GIFT	200.00	200.00	0111555103 5210	Gifted and Talented Education / Confernces and Meetings
K22D0416	ORANGE CNTY DEPARTMENT OF	183.60	183.60	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
K22D0478	CM SCHOOL SUPPLY COMPANY	671.42	671.42	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22R0533	CENTENO, CRISTINA	75.20	75.20	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
K22R0612	AMERICAN RED CROSS	5,000.00	5,000.00	0151354341 4350	Health Services / Materials and Supplies Office
K22V0057	INITIAL DYNAMICS CORPORATION	6,480.00	6,480.00	0130420109 6410	Site Discr Instruction Nicolas / New Equip Less Than
	Fund 01 Total:	12,610.22			
	Total Amount of Purchase Orders:	12,610.22			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 11/15/2016

Purchase order number **K22Y0050** did not appear on the Purchase Order Detail Report or on the Canceled Purchase Order Report. This purchase order was not issued and has been canceled.

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance, Operations, Transportation and Facility Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 190243 THROUGH 190328 FOR THE 2016/2017 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 30, 2016, through October 27, 2016, contains purchase orders numbered 190243 through 190328 for the 2016/2017 school year totaling \$477,805.63.

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 190243 through 190328 for the 2016/2017 school year.

SH:RM:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
09-30-16 through 10-27-16

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
10/27/2016	Hollandia Dairy	190306	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190307	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190308	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190309	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190310	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190311	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190312	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190313	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190314	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190315	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190316	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190317	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190318	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190319	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190320	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190321	Dairy Products	6,000.00
10/27/2016	Hollandia Dairy	190322	Dairy Products	6,000.00
	TOTAL OPEN PURCHASE ORDERS			102,000.00
Processed Food & Commodity P.O.'s				
NONE				
	Total OPEN Purchase Orders (from this page & page 2)			\$ 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			339,805.63
	TOTAL PURCHASE ORDERS			\$ 477,805.63

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery		190250	10/6/2016	10/7/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Chocolate Ganache 2 layer Half Sheet Cake		\$53.4600	\$53.46	
1	st	1	Special Decoration for Half Sheet		\$9.7100	\$9.71	
						Sales Tax:	\$0.00
						P.O. Total:	\$63.17
Le Chef Bakery		190251	10/6/2016	10/7/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	10012	Croissant, #CRB002-9TS 9/2oz/case		\$6.5200	\$65.20	
6	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs		\$7.6400	\$45.84	
						Sales Tax:	\$0.00
						P.O. Total:	\$111.04
Le Chef Bakery		190272	10/19/2016	10/20/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
6	case	10022	Brownie, Chocolate BN023-24 24 ct.		\$14.4500	\$86.70	
6	case	10012	Croissant, #CRB002-9TS 9/2oz/case		\$6.5200	\$39.12	
11	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs		\$7.6400	\$84.04	
3	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case		\$10.3500	\$31.05	
3	case	10021	Danish, Assorted DAB104-30TS 30 ct.		\$23.0700	\$69.21	
1	case	10023	Cookie, Choc Chip, CK20001 2 oz. 140 ct		\$39.0100	\$39.01	
1	case	10024	Cookie, Oatmeal, CK20006-B 2 oz. 140 ct		\$39.0100	\$39.01	
1	case	10025	Cookie, Brownie, CK20009 2 oz. 140 ct		\$43.6800	\$43.68	
1	case	10027	Cookie, Snicker Doodle, CK20022 2 oz. 140 ct		\$39.0100	\$39.01	
6	case	10053	Cream Puff,Mini Fmch,Crm Brulee MP014 20		\$21.5800	\$129.48	
6	case	10054	Eclairs, Chocolate, Mini MP007 24		\$25.8900	\$155.34	
2	case	10055	Brioche, Pllmn Loaf, All Ntrl SB655-THICK 2# 3/4"		\$41.8700	\$83.74	
1	case	10056	Roll,SilverDollar,MultiGrain SB294 All Nat 200pc		\$31.4400	\$31.44	
1	case	10057	Roll, Fmch 6" Hoagie,Baguette SB108 60		\$30.8100	\$30.81	
1	case	10058	Roll, Kaiser,Wheat SB255 All Nat, 3.5oz/36		\$16.9200	\$16.92	
						Sales Tax:	\$0.00
						P.O. Total:	\$918.56
						Vendor Total:	\$1,092.77
Fullerton School District		190243	10/3/2016	10/3/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Refund for overpayment of Invoice FS# 7420		\$200.0000	\$200.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$200.00
Fullerton School District		190291	10/20/2016	10/31/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per October Bitech Report		200,000.0000	\$200,000.00	
1	ea	1	Estimated Dist. Exp. per October Bitech Repor		\$20,000.0000	\$20,000.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$220,000.00
						Vendor Total:	\$220,200.00
Gold Star Foods Inc.		190245	10/3/2016	10/5/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	190245	10/3/2016	10/5/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$33.8300	\$338.30
					Sales Tax:	\$0.00
					P.O. Total:	\$338.30
Gold Star Foods Inc.	190247	10/3/2016	10/3/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
9	CS	1	Burrito,Chix Rice Chs GS#405281 Michael B's		\$82.8600	\$745.74
					Sales Tax:	\$0.00
					P.O. Total:	\$745.74
Gold Star Foods Inc.	190248	10/4/2016	10/7/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	cs	1	GS 200542 Olive Oil, Extra Virgin, 4/1gal		\$153.1200	\$306.24
2	cs	2	GS 200550 Lemon Juice, 4/1gal		\$32.0300	\$64.06
8	ea	3	GS 112945 Feta Cheese, Crumble 4/2.5lb		\$29.9100	\$239.28
					Sales Tax:	\$0.00
					P.O. Total:	\$609.58
Gold Star Foods Inc.	190252	10/6/2016	10/11/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
35	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case		\$41.6500	\$1,457.75
4	cs	4341	Dressing, Ranch Light #300050 4/1gal		\$40.1400	\$160.56
3	case	3016	Cereal, Berry Blssm GS#203161/18627-78794 96/1oz.		\$30.0000	\$90.00
36	case	57018	Cheeseburger,MiniTwnsGS#403467/ QCB455 72/4.55oz		\$46.4600	\$1,672.56
15	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$38.3700	\$575.55
					Sales Tax:	\$0.00
					P.O. Total:	\$3,956.42
Gold Star Foods Inc.	190254	10/7/2016	10/7/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	cs	1	Chicken, BBQ Tryki GS#403632		\$91.6400	\$366.56
					Sales Tax:	\$0.00
					P.O. Total:	\$366.56
Gold Star Foods Inc.	190255	10/10/2016	10/14/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz		\$33.5000	\$201.00
12	case	59801	Sandwich,Sunbter&GrpJelly,GS#113264,96csSW#11128W		\$66.9200	\$803.04
56	case	11009	Peaches, Diced #202739 Choice 6/#10/case		\$41.5600	\$2,327.36
84	case	11012	Applesauce #160061 6/#10		\$28.0300	\$2,354.52
					Sales Tax:	\$0.00
					P.O. Total:	\$5,685.92
Gold Star Foods Inc.	190260	10/13/2016	10/13/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
46	case	380113	Dinner Meal, Energizer GS#208161 30ct		\$52.6400	\$2,421.44
					Sales Tax:	\$0.00
					P.O. Total:	\$2,421.44
Gold Star Foods Inc.	190261	10/14/2016	10/18/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	cs	998097	Oatmeal, Maple Brn Sgr, GS#134013/99741 60/8.1ozCS		\$26.9300	\$26.93
					Sales Tax:	\$0.00
					P.O. Total:	\$26.93

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	190262	10/14/2016	10/18/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	Case	1	GS#201084 Hunt's Fat Free Choco Pudding	\$14.8300	\$14.83	
1	Case	2	GS# 138028 Big Spoon SuperBerry Sorbet	\$18.8900	\$18.89	
3	Case	3	GS#200934 General Mills Rice Chex Cereal	\$27.8900	\$83.67	
					Sales Tax:	\$0.00
					P.O. Total:	\$117.39
Gold Star Foods Inc.	190263	10/17/2016	10/21/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
72	case	7021	Cracker Graham Hi-Fbr MJM #300151 150/1oz	\$18.1500	\$1,306.80	
72	case	11049	Raisins, Caltropic, #202545 144/1.5oz.	\$26.3100	\$1,894.32	
10	case	56044	Spaghetti, Beef GS#401074 6/5# JTM	\$33.8300	\$338.30	
6	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984	\$52.2200	\$313.32	
50	case	4339	Dressing,F/F ButtrmkRch#201890 200/12g PPI 001H810	\$8.8600	\$443.00	
21	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs	\$22.8500	\$479.85	
82	case	30067	CornDog,Mini,Chicken GS#100766 2/5#	\$22.1100	\$1,813.02	
28	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$15.2700	\$427.56	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,016.17
Gold Star Foods Inc.	190264	10/17/2016	10/21/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
50	cs	1	Brownie, RF Fudge 72/2.2oz #225 Dave's	\$25.6700	\$1,283.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,283.50
Gold Star Foods Inc.	190268	10/17/2016	10/24/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	CS	1	Chicken Patty Grilled GS#133613 64/3oz	\$42.0600	\$420.60	
1	CS	1	Diced Peaches Fruit Cup GS#405277 72/4.5oz	\$25.8000	\$25.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$446.40
Gold Star Foods Inc.	190270	10/18/2016	10/28/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
22	case	30341	Waffle, GS#134252, Blueberry Smuckers#33661 72 ct	\$33.3500	\$733.70	
3	case	55106	French Toast GS#403641 Cinn Glzd SF,IW 110/case	\$48.9400	\$146.82	
10	case	7225	Cinnamon Roll, Mini GS#113361 72/2.29oz.	\$33.2200	\$332.20	
10	case	30309	Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.	\$33.2200	\$332.20	
5	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.	\$32.2000	\$161.00	
15	case	30310	Pancakes, Strwbrry GS#139373 72/3.53 oz.	\$32.4000	\$486.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,191.92
Gold Star Foods Inc.	190271	10/18/2016	10/28/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
69	case	30273	Tamale,Chix & Chs, GS#138381 /TAC32F 72 ct.	\$84.5800	\$5,836.02	
20	cs	4242	Sauce, Marinara, Packer #401456 Red Gold 6/10#	\$23.7600	\$475.20	
38	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs	\$22.8500	\$868.30	
56	case	56601	Pizza,Dbf Stfdd Chs GS#400816 FFKP WG 96/cs	\$29.9300	\$1,676.08	
26	case	56115	Brownie,WG, GS#400042, 20thCent#772A20W 144/2oz	\$49.5000	\$1,287.00	
74	case	57018	Cheeseburger,MiniTwinsGS#403467/ QCB455 72/4.55oz	\$46.4600	\$3,438.04	
30	case	55061	Chicken Fajita, Tyson Bulk-277/2.3, GS#401586	\$77.3700	\$2,321.10	
28	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs	\$26.5700	\$743.96	
					Sales Tax:	\$0.00
					P.O. Total:	\$16,645.70

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	190274	10/19/2016	10/27/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
44	case	380129	Dinner Meal,Sunbtr Jly, GS#305520/FG10325 30ct.		\$51.6700	\$2,273.48
				Sales Tax:		\$0.00
				P.O. Total:		\$2,273.48
Gold Star Foods Inc.	190275	10/19/2016	10/28/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380133	Dinner Meal,Hummus&Veggie,GS#305522 30 ct.		\$51.6700	\$2,325.15
				Sales Tax:		\$0.00
				P.O. Total:		\$2,325.15
Gold Star Foods Inc.	190276	10/19/2016	11/1/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380134	Dinner Meal,Pesto Chckn Sndwch GS#305525 30 Ct.		\$55.4100	\$2,493.45
				Sales Tax:		\$0.00
				P.O. Total:		\$2,493.45
Gold Star Foods Inc.	190277	10/19/2016	11/3/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380132	Dinner Meal, Buffalo ChknWrp GS#305528 30 ct.		\$51.6700	\$2,325.15
				Sales Tax:		\$0.00
				P.O. Total:		\$2,325.15
Gold Star Foods Inc.	190278	10/19/2016	11/4/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380135	Dinner Meal, Chse & Veg Plate GS#305521 30ct		\$55.4100	\$2,493.45
				Sales Tax:		\$0.00
				P.O. Total:		\$2,493.45
Gold Star Foods Inc.	190279	10/19/2016	11/8/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
37	case	380130	Dinner Meal,Lavash, GS#305519/FG10324 30ct.		\$51.6700	\$1,911.79
				Sales Tax:		\$0.00
				P.O. Total:		\$1,911.79
Gold Star Foods Inc.	190280	10/19/2016	11/10/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380133	Dinner Meal,Hummus&Veggie,GS#305522 30 ct.		\$55.4100	\$2,493.45
				Sales Tax:		\$0.00
				P.O. Total:		\$2,493.45
Gold Star Foods Inc.	190281	10/19/2016	11/15/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380134	Dinner Meal,Pesto Chckn Sndwch GS#305525 30 Ct.		\$55.4100	\$2,493.45
				Sales Tax:		\$0.00
				P.O. Total:		\$2,493.45
Gold Star Foods Inc.	190282	10/19/2016	11/17/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	380113	Dinner Meal, Energizer GS#208161 30ct		\$52.6400	\$2,368.80
				Sales Tax:		\$0.00
				P.O. Total:		\$2,368.80
Gold Star Foods Inc.	190283	10/19/2016	11/23/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	190283	10/19/2016	11/23/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
45	case	380133	Dinner Meal,Hummus&Veggie,GS#305522 30 ct.		\$55.4100	\$2,493.45	
			Sales Tax:			\$0.00	
			P.O. Total:			\$2,493.45	
Gold Star Foods Inc.	190284	10/19/2016	11/29/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
45	case	380134	Dinner Meal,Pesto Chckn Sndwch GS#305525 30 Ct.		\$55.4100	\$2,493.45	
			Sales Tax:			\$0.00	
			P.O. Total:			\$2,493.45	
Gold Star Foods Inc.	190285	10/19/2016	10/28/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$33.8300	\$338.30	
16	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz		\$29.4600	\$471.36	
35	case	56110	Muffin Top, ChocChip GS#403814 60/2.5 oz B.Vista		\$21.9300	\$767.55	
			Sales Tax:			\$0.00	
			P.O. Total:			\$1,577.21	
Gold Star Foods Inc.	190296	10/24/2016	10/28/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
36	case	57018	Cheeseburger,MiniTwinsGS#403467/ QCB455 72/4.55oz		\$46.4600	\$1,672.56	
45	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$27.8900	\$1,255.05	
45	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$27.8900	\$1,255.05	
			Sales Tax:			\$0.00	
			P.O. Total:			\$4,182.66	
Gold Star Foods Inc.	190297	10/24/2016	11/4/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
60	case	3102	Milk White, LF,SS 1% GS#203000/947025 27/8oz./cs		\$8.6900	\$521.40	
60	case	3100	Milk Choco,FF,SS GS#203029/950010 27/8oz cs		\$8.5500	\$513.00	
			Sales Tax:			\$0.00	
			P.O. Total:			\$1,034.40	
Gold Star Foods Inc.	190300	10/25/2016	11/4/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
56	case	56506	Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case		\$42.4500	\$2,377.20	
63	case	56051	Burrito,Trky,Carnitas GS#403974 80ct/ 6.86oz		\$76.2400	\$4,803.12	
36	case	57101	Beef Teriyaki DipperPierre,GS#403394, 25#/case		\$28.0000	\$1,008.00	
			Sales Tax:			\$0.00	
			P.O. Total:			\$8,188.32	
Gold Star Foods Inc.	190303	10/26/2016	10/28/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	Case	1	GS# 101024 Whole Grain Pretzel IW		\$32.8400	\$32.84	
1	Case	2	GS# 133721 Mini Benefit Bar Oatmeal Spice		\$23.4300	\$23.43	
			Sales Tax:			\$0.00	
			P.O. Total:			\$56.27	
Gold Star Foods Inc.	190304	10/27/2016	11/11/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
52	cs	1	Apple Fruit Pocket GS#403694 120/2oz		\$33.0000	\$1,716.00	
			Sales Tax:			\$0.00	
			P.O. Total:			\$1,716.00	

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name		PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		190305	10/27/2016	11/11/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
16	case	57004	Burger,BeefSteak,GS#403350/ #CNQ163003 180/3oz.	\$37.6400	\$602.24			
38	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984	\$52.2200	\$1,984.36			
45	case	56506	Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case	\$42.4500	\$1,910.25			
72	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz	\$33.5000	\$2,412.00			
128	case	30015	Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498	\$18.7300	\$2,397.44			
34	case	56705	Chicken,MndmOrngc,GS#403631 6/5# case Lings	\$106.0700	\$3,606.38			
							Sales Tax:	\$0.00
							P.O. Total:	\$12,912.67
							Vendor Total:	\$97,684.57
P & R Paper Supply Company, Inc.		190244	10/3/2016	10/4/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
1	case	80006	Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs	\$38.5000	\$38.50			
1	case	80007	Gloves,Disp. Plastic (SM) #GOL-1503,10/1M/CS	\$38.5000	\$38.50			
1	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case	\$30.3100	\$30.31			
11	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$7.1000	\$78.10			
4	case	84808	Lid, Dome Clear Dart - C64PDL 252/case	\$66.7000	\$266.80			
6	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs	\$43.9500	\$263.70			
							Sales Tax:	\$6.16
							P.O. Total:	\$722.07
P & R Paper Supply Company, Inc.		190246	10/3/2016	10/4/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
2	case	88008	Napkin Ccktail Hunter Grm1000/cs HOF-57011	\$22.1300	\$44.26			
							Sales Tax:	\$0.00
							P.O. Total:	\$44.26
P & R Paper Supply Company, Inc.		190249	10/6/2016	10/6/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
2	cs	1	Foil Sheets JIF 6/500 12x10.75 HFA-JIF-8960	\$54.8300	\$109.66			
1	cs	1	Cup, 2oz Clr PP Harmony 2500/cs DLK-HP200	\$22.0000	\$22.00			
20	cs	1	Plate, Clear 6" Prestige 160/cs WNA-PG6160CL	\$25.0000	\$500.00			
							Sales Tax:	\$0.00
							P.O. Total:	\$631.66
P & R Paper Supply Company, Inc.		190256	10/10/2016	10/18/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
10	case	83305	Plate, 7.5" Clear Plastic, WNA PG7160CL 18/12/cs	\$31.0000	\$310.00			
12	case	83306	Plate, 9" Plastic, Clear WNA PG9160CL 18/12 /case	\$39.5000	\$474.00			
							Sales Tax:	\$0.00
							P.O. Total:	\$784.00
P & R Paper Supply Company, Inc.		190257	10/10/2016	10/18/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
1	case	84503	Lid, 2 oz Solo #PL2 2500/case	\$24.9000	\$24.90			
							Sales Tax:	\$0.00
							P.O. Total:	\$24.90
P & R Paper Supply Company, Inc.		190265	10/17/2016	10/25/2016				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
7	case	85011	Bowl, Clear 24-oz SABEKT I20247300 252/case	\$43.4000	\$303.80			
6	case	83004	Plate, Unlaminated Foam, 9" DART 9PWC 4/125/cs	\$12.1500	\$72.90			

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	190265	10/17/2016	10/25/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
						Sales Tax: \$0.00
						P.O. Total: \$376.70
P & R Paper Supply Company, Inc.	190286	10/19/2016	10/25/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
2	case	82003	Fork Wh Plastic Med Wt NTR-3640 1000/case			\$6.6900 \$13.38
						Sales Tax: \$0.00
						P.O. Total: \$13.38
P & R Paper Supply Company, Inc.	190295	10/24/2016	11/1/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
8	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807			\$32.9500 \$263.60
1	cas	85002	Bowl 8 oz soup styro cup DRT-8SJ20 1000/case			\$42.5500 \$42.55
8	case	85011	Bowl, Clear 24-oz SABEKT 120247300 252/case			\$43.4000 \$347.20
						Sales Tax: \$21.09
						P.O. Total: \$674.44
						Vendor Total: \$3,271.41
Costco Membership	190273	10/19/2016	10/19/2016		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	ea	1	Membership - Effective 10/19/16			\$18.3300 \$18.33
						Sales Tax: \$0.00
						P.O. Total: \$18.33
						Vendor Total: \$18.33
Industrial Electric	190258	10/11/2016	10/11/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	ea	1	Estimated cost of repair			\$300.0000 \$300.00
						Sales Tax: \$0.00
						P.O. Total: \$300.00
Industrial Electric	190301	10/25/2016	10/25/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	ea	1	Estimated Cost of Repair			\$300.0000 \$300.00
						Sales Tax: \$0.00
						P.O. Total: \$300.00
						Vendor Total: \$600.00
Action Sales	190259	10/12/2016	10/12/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
2	ea	LPAGA-60	Outdoor Grill Magikitch'n Model # LPAGA-60			\$3,900.0000 \$7,800.00
4	ea	5225-1514702	Hood - 30", stainless steel			\$485.0000 \$1,940.00
2	ea	3999-0649600	Outdoor Vinyl Cover, 60"			\$215.0000 \$430.00
2	ea	Large Wheel	Large Wheel - 14" rigid wheel			\$356.0000 \$712.00

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Action Sales	190259	10/12/2016	10/12/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
						Sales Tax: \$870.56
						P.O. Total: \$11,752.56
						Vendor Total: \$11,752.56
Swisher Hygiene USA Operations, Inc.	190266	10/17/2016	10/24/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
25	case	70019	Sanitizer Clear Quat 2.5 gal.	\$61.3800	\$1,534.50	
1	case	70024	Delimer, Swisher 4/1 gal.	\$74.5500	\$74.55	
1	each	70030	Liquid One Shot 5 gal.	\$102.6900	\$102.69	
						Sales Tax: \$136.94
						P.O. Total: \$1,848.68
						Vendor Total: \$1,848.68
Hollandia Dairy	190306	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
						Sales Tax: \$0.00
						P.O. Total: \$3,743.00
Hollandia Dairy	190307	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
						Sales Tax: \$0.00
						P.O. Total: \$3,743.00
Hollandia Dairy	190308	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
						Sales Tax: \$0.00
						P.O. Total: \$3,743.00
Hollandia Dairy	190309	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$436.00	

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	190309	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
				Sales Tax:	\$0.00	
				P.O. Total:	\$3,743.00	
Hollandia Dairy	190310	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
				Sales Tax:	\$0.00	
				P.O. Total:	\$3,743.00	
Hollandia Dairy	190311	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
				Sales Tax:	\$0.00	
				P.O. Total:	\$3,743.00	
Hollandia Dairy	190312	10/27/2016	10/27/2016 11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
				Sales Tax:	\$0.00	
				P.O. Total:	\$4,223.00	
Hollandia Dairy	190313	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
				Sales Tax:	\$0.00	
				P.O. Total:	\$3,743.00	
Hollandia Dairy	190314	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
				Sales Tax:	\$0.00	
				P.O. Total:	\$3,743.00	

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	190315	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
Sales Tax:						\$0.00
P.O. Total:						\$4,223.00
Hollandia Dairy	190316	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
Sales Tax:						\$0.00
P.O. Total:						\$3,743.00
Hollandia Dairy	190317	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
Sales Tax:						\$0.00
P.O. Total:						\$3,743.00
Hollandia Dairy	190318	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
Sales Tax:						\$0.00
P.O. Total:						\$4,223.00
Hollandia Dairy	190319	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40	
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	
Sales Tax:						\$0.00
P.O. Total:						\$3,743.00
Hollandia Dairy	190320	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$1,664.80	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20	
1000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$201.30	

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		190320	10/27/2016	11/30/2016			<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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,166.30
Hollandia Dairy		190321	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40		
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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,743.00
Hollandia Dairy		190322	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40		
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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,743.00
Hollandia Dairy		190323	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40		
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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,743.00
Hollandia Dairy		190324	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40		
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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,743.00
Hollandia Dairy		190325	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$832.40		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$813.20		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$1,610.40		
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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,743.00

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		190326	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2081	\$624.30		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2033	\$609.90		
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2013	\$603.90		
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		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,608.10
Hollandia Dairy		190327	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30000	EA	997099	Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP)	\$0.2081	\$6,243.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$6,243.00
Hollandia Dairy		190328	10/27/2016	11/30/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	EA	10070	Milk, Lowfat gal. #1312	\$2.8107	\$28.11		
						Sales Tax:	\$0.00
						P.O. Total:	\$28.11
						Vendor Total:	\$85,602.51
Petty Cash		190253	10/7/2016	10/7/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Food Expense	\$32.0600	\$32.06		
						Sales Tax:	\$0.00
						P.O. Total:	\$32.06
Petty Cash		190269	10/18/2016	10/18/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Food Expense	\$35.7800	\$35.78		
						Sales Tax:	\$0.00
						P.O. Total:	\$35.78
Petty Cash		190287	10/19/2016	10/19/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Food Expense for Catering	\$51.4900	\$51.49		
						Sales Tax:	\$0.00
						P.O. Total:	\$51.49
Petty Cash		190292	10/20/2016	10/20/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Supplies Expense for Catering	\$19.4100	\$19.41		
						Sales Tax:	\$0.00
						P.O. Total:	\$19.41
Petty Cash		190293	10/20/2016	10/20/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Food Expense for School Lunch	\$12.4900	\$12.49		

Purchase Orders - Detail

Fullerton School District

10/28/2016 3:37:55 PM

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Petty Cash		190293	10/20/2016	10/20/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
			Sales Tax:			\$0.00	
			P.O. Total:			\$12.49	
Petty Cash		190299	10/24/2016	10/24/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	lot	1	Food Expense for Catering		\$28.9200	\$28.92	
			Sales Tax:			\$0.00	
			P.O. Total:			\$28.92	
Vendor Total:							\$180.15
U.S. Foodservice, Inc.		190267	10/17/2016	10/25/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	case	10127	Almonds,Tstd Slivrd USF#607622 5#/case		\$42.5500	\$42.55	
1	case	10122	Pecan,Glazed USF#3714763 5#/case		\$38.7400	\$38.74	
1	case	10113	Walnut, USF#1521475 5#/case		\$27.7100	\$27.71	
1	case	10119	Cheese,Nacho, USF# 6564348 6/10#/case		\$59.0000	\$59.00	
1	gal	10126	Oil,Olive USF# 4350138 1gal.		\$27.3300	\$27.33	
1	bottle	10125	Vinegar,Balsamic USF#9519463 5 liter bottle		\$15.8700	\$15.87	
			Sales Tax:			\$0.00	
			P.O. Total:			\$211.20	
U.S. Foodservice, Inc.		190302	10/26/2016	10/26/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	cs	1	Turkey Brst, Sliced 6/2lb USF#4102844		\$55.6900	\$111.38	
			Sales Tax:			\$0.00	
			P.O. Total:			\$111.38	
Vendor Total:							\$322.58
Affiliated Packaging Spec.		190294	10/20/2016	10/20/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	day	1	Inspection charge		\$550.0000	\$550.00	
			Sales Tax:			\$0.00	
			P.O. Total:			\$550.00	
Vendor Total:							\$550.00
Elegant Designs Specialty Linens, Inc.		190288	10/19/2016	10/19/2016			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
14	ea	1	132" Black Table Linen (w/o installation)		\$14.8800	\$208.32	
18	ea	2	90"x156" Black Table Linen (w/o installation)		\$12.2300	\$220.14	
1	ea	1	Delivery and Pick Up Fee		\$50.0000	\$50.00	
2	ea	4	Replacement Fee of missing linen 90" x 156"		\$42.8100	\$85.62	
			Sales Tax:			\$41.13	
			P.O. Total:			\$605.21	

Purchase Orders - Detail

10/28/2016 3:37:55 PM

Fullerton School District

Show all data where the Order Date is between 9/30/2016 and 10/27/2016

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
-------------	--------	-----------	-------------	---------	-------------	-------------	--------------------

Vendor Total: \$605.21

Dan's Thermal Services 190289 10/20/2016 10/20/2016

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	R404A 1HP 115V SUCT ROTO	\$721.0000	\$721.00
1	ea	1	DRI EK163S	\$44.0000	\$44.00
1	ea	1	Service Charge	\$52.0000	\$52.00
5	hr	1	Labor - Journeyman	\$85.0000	\$425.00

Sales Tax: \$61.20

P.O. Total: \$1,303.20

Dan's Thermal Services 190290 10/20/2016 10/20/2016

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	20" Fan Blade 4 BLDG CW	\$54.5000	\$54.50
1	ea	1	Fan Hub 1/2"	\$48.0000	\$48.00
2.5	hr	1	Labor - Journeyman	\$85.0000	\$212.50

Sales Tax: \$8.20

P.O. Total: \$323.20

Vendor Total: \$1,626.40

Megan Barahona 190298 10/24/2016 10/24/2016 5220

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Reimbursement for Special Diet Purchases	\$52.9700	\$52.97

Sales Tax: \$0.00

P.O. Total: \$52.97

Vendor Total: \$52.97

GRAND TOTAL \$ 739,805.63
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 106557 THROUGH 107147 FOR THE 2016/2017 SCHOOL YEAR.

Background: Board approval is requested for warrants numbered 106557 through 107147 for the 2016/2017 school year totaling \$4,835,709.09. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	4,306,057.22
12	Child Development	29,662.56
14	Deferred Maintenance	4,005.78
25	Capital Facilities	23,590.91
40	Special Reserve	401,649.79
68	Workers' Compensation	63,925.16
81	Property/Liability Insurance	6,817.67
	Total	<u>\$4,835,709.09</u>

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 106557 through 107147 for the 2016/2017 school year.

SH:MG:gs

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Robert Macauley, Director, Maintenance, Operations, Transportation and Facility Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 11662 THROUGH 11724 FOR THE 2016/2017 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 11662 through 11724 for the 2016/2017 school year. The total amount presented for approval is \$355,987.21.

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 11662 through 11724 for the 2016/2017 school year.

SH:RM:tg

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Mark Douglas, Interim Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE INDEPENDENT CONTRACT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND EFILEFOLDERS EFFECTIVE NOVEMBER 16, 2016**

Background: Document management is a large service aspect of Personnel Services and the Benefits Office. Studies show that going paperless can save money, boost productivity, save space, make documentation and information sharing easier, keep personal information more secure, and help the environment.

Fullerton School District contracted with eFileFolders during the 2015-2016 school year to begin the conversion of archived files to electronic format. With the system now in functional operation, the District wishes to begin the conversion of active personnel records in Certificated and Classified departments. The vendor will adhere to the timeline delineated in Exhibit B.

Rationale: Reducing paper files is more cost effective and more in alignment with 21st Century technological methods. The department will have immediate hands-on access to personnel and benefits files whereby improving its efficiency and customer service.

Funding: Cost not to exceed \$6,952.50 and will be charged to Unrestricted General Fund budget.

Recommendation: Approve Independent Contractor agreement between Fullerton School District and eFilefolders effective November 16, 2016.

MD:nm
Attachments

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and eFileFolders 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 all work in attached proposal as Exhibit A. hereinafter referred to as "Services." Contractor will follow and apply all laws and regulations with said work.

2. Term. Contractor shall commence providing Services under this Agreement on November 16, 2016, and will diligently perform as required and complete performance by Exhibit B. Failure to fully complete the job on end date liquidated damages will apply. It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of one hundred dollars (\$100.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the contract. This Article shall not be construed as preventing the District from the recovery of damages under provisions of the contract documents.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed six thousand nine hundred and fifty two dollars and fifty cents, (\$6,952.50).

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

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

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

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

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 \$1,000,000 for 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.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000 Employers' Liability

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

\$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
eFileFolder
6881 Stanton Ave
Buena Park, CA 90621
Attn: _____

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 16 day of November, 2016.

FULLERTON SCHOOL DISTRICT

By: _____
Susan Hume
Assistant Superintendent

(eFileFolders)

By: _____
(Signature)

On File _____
Taxpayer Identification Number

Exhibit B – Project Timeline

Certificated Personnel Pickup & Return Schedule

- 1st Pickup: Friday, November 18, 2016
(Files Fotinakes – Naslund)
Returned to District no later than December 9, 2016
- 2nd Pickup: Friday, December 9, 2016
(Files Nelson – Zoellner)
Returned to District no later than January 6, 2017

Classified Personnel Pickup & Return Schedule

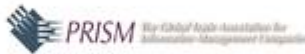
- 1st Pickup: Friday, January 6, 2017
(Files A-G)
Returned to District no later than Friday, January 20, 2017
- 2nd Pickup: Friday, January 20, 2017
(Files H-M)
Returned to District no later than Friday, February 3, 2017
- 3rd Pickup: Friday, February 3, 2017
(Files N-Z)
Returned to District no later than Friday, February 17, 2017



September 30, 2016
Proposal Prepared for:

Fullerton School District
Attn: Mark Douglas
Assistant Superintendent,
Personnel Services

To assist in the Scanning of:
Human Resources Department Files
• **Active Certificated & Classified Files**



Prepared by: Aftab "AJ" Jiwani,
Program Director, Education Sector
Direct (714) 749-7990
Email: ajiwani@efilefolders.com

*Our belief...The reason for our existence:
To Store, Organize and Manage Information...Not Paper!*

*We firmly believe that, all the valuable and necessary information,
which currently resides in paper form, i.e., file storage boxes, file
cabinets and records storage facilities, needs to be:*

- *Conveniently and **securely** accessible electronically from anywhere.*
- *The Information needs to be easily searchable.*
- *Needs to be formatted for Analysis, Reporting and Integration.*
- *Needs to be retrievable without ANY retrieval costs & hassles.*
- *It must be preserved and backed up.
(If it requires retention, it needs to be backed up)*
- *And Most of all...**It must be available to all size budgets.***



eFileFolders
Buena Park, Bakersfield, San Jose, San Diego, & Dallas, TX

Tel. 855-334-5336 or 1-855-eFileFolders
Fax. 866-390-5850
www.efilefolders.com

Proposed Project: (Active HR Files)

Dear Mark,

As per our meeting and your preliminary estimates, eFileFolders will pick up and **Scan approximately 4352 Active, Inactive and benefits Fullerton School District's Employee Paper Personnel Files.** (See pricing on page 3) Once the active paper files are scanned, the Personnel Department will be trained to manage and maintain eFileFolders for each employee going forward!

1. Files will be prepared for scanning by the removal of documents from boxes, file folders, pockets, fasteners, paper clips, staples and all other bindings. Any Post-its attached to documents will be relocated to an area on the document where it doesn't cover-up any other information
2. Files will be scanned at a resolution of 300 dpi for 100% legibility Guarantee!
3. Scanned files will be indexed per file folder: (i.e. Employee First and Last Name and Employee)
4. Scanned files will be available in 2 locations
 - a. In eFileFolders software
 - b. External Backup Hard Drive
5. After scanning, the active documents can be returned back to the district in inventoried boxes for temporary storage and then for the eventual destruction.

Why are you still storing paper?

Simple...
Paper File Folders to
eFileFolders!

Organize, Retrieve & Store
Information...not Paper!

www.efilefolders.com

1-855-eFileFolders
1-855-334-5336

www.eFileFolders.com
Store, Organize & Retrieve Information...not Paper!

eFileFolders Project Roles:

eFileFolders has set up an organization structure to ensure the successful completion of our scanning operation. For this project, we would anticipate having the following roles:

Project Manager – This individual is the main liaison between You (Customer) and eFileFolders with respect to the implementation of the scanning project. This role includes responsibilities for staff management, work logs, scheduling and general management of the process.

Prep Personnel – Individuals who will be responsible to prepare the documents for scanning.

Scanning Technicians – Individuals who operate the scanners and are in charge of the physical scanning of documents. They also review the images prior to the batch moving to the index stations.

Data Entry Operators – Individuals who will perform data entry to index/name the documents.

Quality Assurance Specialist(s) – the QA specialist will review the batches and works with the prep, scanning and data entry personal to ensure that the images and data meet the high standards established for the project.

Quality Assurance Plan:

- eFileFolders has an established quality control plan to ensure that its customers' documents are processed correctly and that image quality and data entry accuracy meets or exceeds its customer's expectations. The following measures will be put into place to ensure maximum image quality, data accuracy and overall project success.
- eFileFolders utilizes Fujitsu, Canon and other leading document and data capture application for batch-level scanning and image processing. eFileFolders provides image cleanup, including de-speckling, de-skewing and other image enhancements if needed.
- Document Prep personnel are trained to properly prepare documents in accordance with the specific project guidelines. Damaged documents are carefully handled and prepared for scanning.
- Documents are scanned and closely monitored at all times during the scanning process. The scanner hardware has ultrasonic double-feed detection technology to avoid undetected double-feeds. Problem images are rescanned.
- Detailed work logs are kept.

Security Plan Compliance:

- eFileFolders has been involved in many document scanning projects involving sensitive information. We take security very seriously and employ all reasonable measures to ensure that our customer's documents and information are kept secure at all times.
- All employees go through a background prescreening before hiring and must agree in writing to a non-disclosure and confidentiality clause as a condition of employment.

Scanning Project Pricing and Plan:

Project Duration: For the active employee files...we anticipate completion within 3-4 weeks. During the scanning period, all files are accessible on request within 60 minutes and are available in eFileFolders, in case of an emergency.

Pricing provided below is made subject to the following assumptions, the final price and quantities will vary based on actual quantities.

Description	Qty	Price	Total
Pick Up	1	\$ each	No Charge
Document Prep – Remove staples, clips and other fasteners and insert patch code sep sheets		included	No Charge
Scanning (300dpi resolution). PDF/A file format. Per Active Certificated Personnel Files	490	\$5.25	\$2,690
Scanning (300dpi resolution). PDF/A file format. Per Active Classified Personnel Files	1055	\$5.25	\$5,539
File Indexing of Sections (Naming and uploading of Scanned Files in one Tab in eFileFolders as discussed)		\$0	No Charge
TOTAL approx. one time scanning cost			\$8,229
<i>The total amount is based on the estimated number of files. The final amount may vary based on exact quantities.</i>		Initial Here	_____

Project Payment Terms:

Project Terms: Need PO
Flexible terms based on district policy.
Invoices will be submitted for services performed

Regards,



Aftab "AJ" Jiwani
Program Director, Education Sector
eFileFolders,
(714) 749-7990 Direct



Customer Acceptance:

We have read and approve the eFileFolders, proposal to perform the work described.

Fullerton School District
Attn: Mark Douglas
Assistant Superintendent,
Personnel Services

Approved by (print: name)

Title: _____

Signature: _____

Date: _____

CONSENT ITEM

DATE: November 15, 2016
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 was received by the Personnel Commission at its meeting on October 17, 2016.

Rationale: The 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:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/17/2016
PRESENTED TO THE BOARD OF TRUSTEES: 11/15/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID 5991	Clerical Asst. II/BB	39 month reemployment list	09/28/16	12	3.00	403	B20/3
Georgina	Reyes Gurrola	Bus Driver	Change last name from Corrales	09/19/16	56	25.0/wk	565	B21/6
Tiffany	Nelson	Playground Sup./sub	Change to sub status	08/08/16	99		100	B11/1
Donna	Hatton	Bus Driver	Extra summer work	07/29/16	56	11.20	532	B21/6
Laura	Lopez Gonzalez	CELDt Asses. Asst.	Extra summer work	08/01/16	22	5.00	507	B20/6
Shawn	Lee Chong	Instr. Asst./BBK	Extra summer work	07/19/16	23	2.00	508	B14/6
Andrew	Marshall	Transporter/sub	Extra summer work	08/05/16	50	8.00	531	B20/1
Employee	ID 1052	Maintenance Worker	FMLA	08/11/16	53	8.00	533	B25/6
Employee	ID 2999	After School Site Lead	FMLA 9/26 to approx.12/1/16	09/26/16	60	8.00	329	B18/6
Carla	Chavez	Food Serv. Asst. I	Hire probationary status	10/03/16	90	2.00	606	B08/1
Elizabeth	Orozco Morales	Food Serv. Asst. I	Hire probationary status	10/03/16	90	1.50	606	B08/1
Norman	Ahmed	Food Serv. Asst. I/sub	Hire probationary status	10/03/16	90	2.00	606	B08/1
Antonio	Arenas Jr.	Instr. Asst./Rec.	Hire probationary status	09/19/16	28	18.75/wk	100	B11/1
Shanna	Hart	Instr. Asst./Rec.	Hire probationary status	10/12/16	60	19.75/wk	329	B11/1
Judith	Hernandez	Instr. Asst./Rec.	Hire probationary status	09/12/16	60	18.0/wk	329	B11/1
Rachel	Krupsky	Instr. Asst./Rec.	Hire probationary status	10/13/16	60	19.75/wk	329	B11/1
Patsy	Luna	Instr. Asst./Rec.	Hire probationary status	10/10/16	60	19.5/wk	329	B11/1
Lorena	Negrete	Instr. Asst./Rec.	Hire probationary status	10/10/16	60	18.0/wk	329	B11/1
Alexandra	Sylvester	Instr. Asst./Rec.	Hire probationary status	09/27/16	15	15.5/wk	100	B11/1
Barbara	Kogut	Instr. Asst./SE I	Hire probationary status	09/20/16	19	3.00	248	B14/1
Catherine	Smith	Instr. Asst./SE I	Hire probationary status	10/03/16	20	3.00	122	B14/1
Elizabeth	Clasen	Instr. Asst./SE II B	Hire probationary status	10/03/16	12	6.00	242	B14/2
Suzanne	Kammer	Instr. Asst./SE II B	Hire probationary status	10/06/16	28	6.00	130	B14/2
Madison	Robitaille	Instr. Asst./SE II B	Hire probationary status	10/13/16	15	6.00	242	B14/1
Megan	Barahona	Nutrition Specialist	Hire probationary status	10/03/16	90	8.00	606	M10/1
Elizabeth	Alva	Social Service Asst.	Hire probationary status	09/26/16	51	18.75/wk	391	B17/1
Stephen	Rebolledo	Custodian I/sub	Hire substitute status	09/14/16	53		542	B17/1
Yajaira	Ceja	Food Serv. Asst. I/sub	Hire substitute status	09/30/16	90		606	B08/1
Christy	Cipriano	Food Serv. Asst. I/sub	Hire substitute status	10/05/16	90		606	B08/1
Christina	Luna	Food Serv. Asst. I/sub	Hire substitute status	09/27/16	90		606	B08/1
Idelia	Solis	Instr. Asst./Rec./sub	Hire substitute status	10/17/16	60		100	B11/1
Mausamben	Amin	Instr. Asst./SE/sub	Hire substitute status	09/14/16	99		121	B11/1
Leslie	Baker	Instr. Asst./SE/sub	Hire substitute status	10/13/16	99		121	B11/1
Sam	Hahm	Instr. Asst./SE/sub	Hire substitute status	09/21/16	99		121	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/17/2016
PRESENTED TO THE BOARD OF TRUSTEES: 11/15/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Linnette	Cruz	Instr. Asst./SE/sub	Hire substitute status	09/16/16	99		121	B14/1
Gregory	Druckenmiller	Instr. Asst./SE/sub	Hire substitute status	09/21/16	99		121	B14/1
Joseph	Fernandez	Instr. Asst./SE/sub	Hire substitute status	09/19/16	99		121	B14/1
Wendy	Fishel	Instr. Asst./SE/sub	Hire substitute status	09/28/16	99		121	B11/1
Jessica	Gonzalez	Instr. Asst./SE/sub	Hire substitute status	10/12/16	99		121	B11/1
Sylvia	Gonzalez	Instr. Asst./SE/sub	Hire substitute status	09/14/16	99		121	B14/1
Bernadette	Martinez	Instr. Asst./SE/sub	Hire substitute status	10/12/16	99		121	B11/1
Juliana	Nguyen	Instr. Asst./SE/sub	Hire substitute status	09/20/16	99		121	B14/1
Kathryn	Nguyen	Instr. Asst./SE/sub	Hire substitute status	09/14/16	99		121	B14/1
Mireya	Quezada	Instr. Asst./SE/sub	Hire substitute status	09/19/16	99		121	B14/1
Valentina	Ramos	Instr. Asst./SE/sub	Hire substitute status	09/16/16	99		121	B14/1
Pauline	Varquez	Instr. Asst./SE/sub	Hire substitute status	09/19/16	99		121	B14/1
Cheyenne	Wright	Instr. Asst./SE/sub	Hire substitute status	09/26/16	99		121	B14/1
Robert	Cole	Playground Sup./sub	Hire substitute status	09/19/16	17		100	B11/1
Jo	Freker	Playground Sup./sub	Hire substitute status	09/19/16	26		100	B11/1
Rosa	Torres	Playground Sup./sub	Hire substitute status	09/27/16	24		100	B11/1
Candice	Carrizales	AVID Tutor	Hire temporary status	10/12/16	20	12.0/wk	212	\$10.00
Jessica	Keesler	Instr. Asst./SE II B	Related class transfer from IA/SE I	09/19/16	27	6.00	130	B14/3
Lourdes	Jarvis	Instr. Asst./Rec.	Rescind increase of hours to 18.75/wk	08/08/16	27	3.75	100	B11/6
Mamuda	Chowdhury	Food Serv. Asst. I	Resignation	09/23/16	90	2.00	606	B08/6
Cindy	Chavez Montjoy	Instr. Asst./Rec.	Resignation	09/30/16	60	19.75/wk	329	B11/2
Michelle	Valenzuela	Instr. Asst./Rec.	Resignation	09/20/16	60	19.5/wk	329	B11/3
Shanna	Hart	After School Site Lead	Resignation on probation	10/11/16	60	6.00	329	B18/1
Lisa	An	Employee Benefits Tech.	Resignation on probation	10/10/16	51	6.00	524	B23/1
Jessica	Hernandez	Instr. Asst./BB	Resignation on probation	09/23/16	28	3.50	310	B14/1
Jacqueline	Buan	Instr. Asst./Rec.	Resignation on probation	09/16/16	60	19.5/wk	85	B11/1
Diana	Negrete	Instr. Asst./Rec.	Resignation on probation	09/26/16	60	18.0/wk	329	B11/1
Keely	McChristy	Instr. Asst./Rec.	Resignation on probation-hire sub	10/08/16	60	19.5/wk	329	B11/1
Luis	Zuniga	Bus Driver	Resignation-hire substitute	10/27/16	56	25.0/wk	565	B21/3
Daniela	Arbizzi	Child Dev. Program Spec.	Resignation-hire substitute	10/17/16	60	8.00	82	M13/3
Lucy	Kalache	Instr. Asst./SE I	Resignation-hire substitute	09/15/16	16	3.50	130	B14/6
Donna	Hatton	Bus Driver	Route rebid	10/03/16	56	27.9/wk	565	B21/6
Sandra	Ruiz	Bus Driver	Route rebid	10/03/16	56	25.3/wk	565	B21/6
Johnny	Quinonez	Instr. Asst./SE/Rec./sub	Separation	09/16/16	99		121	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/17/2016
PRESENTED TO THE BOARD OF TRUSTEES: 11/15/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Junko	Suzuki	Account Clerk II/sub	Separation-no longer available	09/01/16	99		530	B24/6
Theresa	Hermosillo	AVID Tutor	Separation-no longer available	09/30/16	20	12.0/wk	212	\$10.00
Rosalba	Rodriguez	Bus Driver/sub	Separation-no longer available	10/05/16	56		565	B21/1
Jeissel	Howard	Clerical Asst. I/sub	Separation-no longer available	10/04/16	99		100	B17/1
Armida	Montante	Clerical Asst. I/sub	Separation-no longer available	10/05/16	99		100	B17/1
Steven	Huston	Computer Tech. I/sub	Separation-no longer available	10/05/16	59		409	B30/1
Daniel	Lally	Computer Tech. I/sub	Separation-no longer available	10/05/16	59		409	B30/1
Juvenal	Torres Mendoza	Computer Tech. I/sub	Separation-no longer available	09/19/16	59		409	B30/1
Jesse	Peralta	Custodian I/sub	Separation-no longer available	10/05/16	53		542	B17/1
Amine	Sales	Custodian I/sub	Separation-no longer available	10/05/16	53		542	B17/6
Martina	Sanchez	Custodian I/sub	Separation-no longer available	10/05/16	53		542	B17/1
Mark	Walker	Custodian I/sub	Separation-no longer available	10/05/16	53		542	B17/1
Oscar	Castro Jr.	Custodian II/sub	Separation-no longer available	10/05/16	53		542	B24/1
Dustin	Emerson	Custodian II/sub	Separation-no longer available	10/05/16	53		542	B17/1
Kathleen	Carroll	Dir. Class Personnel	Separation-no longer available	09/01/16	58		522	M33/3
Archila	Cruz	Food Serv. Asst. I/sub	Separation-no longer available	10/05/16	90		606	B08/1
Johanna	Luong	Food Serv. Asst. I/sub	Separation-no longer available	10/05/16	90		606	B08/1
Maria	Ramos de Madrigal	Food Serv. Asst. I/sub	Separation-no longer available	10/05/16	90		606	B08/1
Roberto	Gonzalez	Gardener/sub	Separation-no longer available	10/05/16	53		547	B19/1
Ricardo	Escobar	Instr. Asst./BB/sub	Separation-no longer available	10/05/16	60		100	B14/1
Amanda	Adams	Instr. Asst./Rec./sub	Separation-no longer available	10/05/16	28		302	B11/1
Teresa	Cervantes	Instr. Asst./Rec./sub	Separation-no longer available	10/05/16	60		100	B11/1
Martha	Fernandez	Instr. Asst./Rec./sub	Separation-no longer available	09/28/16	60		100	B11/1
Roxanne	Gonzalez	Instr. Asst./Rec./sub	Separation-no longer available	10/05/16	99		100	B11/1
Ana	Robles Mendoza	Instr. Asst./Rec./sub	Separation-no longer available	10/05/16	99		999	B11/1
Carlos	Saldivar	Instr. Asst./Rec./sub	Separation-no longer available	10/05/16	99		100	B11/1
Heywon	Yi	Instr. Asst./Rec./sub	Separation-no longer available	10/05/16	60		100	B11/1
Nicole	Miller	Instr. Asst./Reg./sub	Separation-no longer available	09/23/16	99		100	B11/1
Lara	Raymond	Instr. Asst./Reg./sub	Separation-no longer available	10/05/16	99		100	B11/1
Jaci	Tyra	Instr. Asst./SE/Rec./sub	Separation-no longer available	09/12/16	99		121	B14/1
Chynna	Carrera	Instr. Asst./SE/sub	Separation-no longer available	10/05/16	99		121	B11/1
Michelle	Mendoza	Instr. Asst./SE/sub	Separation-no longer available	10/06/16	99		100	B14/1
Jael	Ortega	Instr. Asst./SE/sub	Separation-no longer available	10/05/16	99		121	B11/1
Alyssa	Razo	Instr. Asst./SE/sub	Separation-no longer available	10/05/16	99		121	B11/1

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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Ronelle	Ryman	Instr. Asst./SE/sub	Separation-no longer available	10/10/16	99		121	B14/1
Elaine	West	Instr. Asst./SE/sub	Separation-no longer available	10/05/16	99		121	B14/6
Esther	Baca	Playground Sup./sub	Separation-no longer available	09/28/16	22		100	B11/1
Lynne	Berena	Playground Sup./sub	Separation-no longer available	09/28/16	17		100	B11/1
Allison	Crisp	Playground Sup./sub	Separation-no longer available	08/08/16	26		100	B11/1
Gloria	De Tavaera	Playground Sup./sub	Separation-no longer available	09/28/16	21		100	B11/1
Jill	DeFalco	Playground Sup./sub	Separation-no longer available	10/06/16	26		100	B11/1
Michele	Garden	Playground Sup./sub	Separation-no longer available	10/05/16	17		100	B11/1
Guadalupe	Ortega	Playground Sup./sub	Separation-no longer available	08/08/16	21		100	B11/1
Christine	Simpson	Playground Sup./sub	Separation-no longer available	10/05/16	21		100	B11/1
Wafaa	Wahby	Playground Sup./sub	Separation-no longer available	09/28/16	23		100	B11/1
Jamie	Fernandez	SLPA	Separation-no longer available	10/05/16	99		121	B21/1
Arielle	Khalili	SLPA	Separation-no longer available	09/28/16	12		255	B21/1
Pauline	Hill	Administrative Secretary	Service retirement	12/31/16	58	8.00	522	M03/3
Amy	Ching	Account Clerk II	Step raise	10/01/16	90	8.00	606	B24/2
Matthew	Deemer	After School Site Lead	Step raise	10/01/16	60	8.00	85	B18/6
Marilyn	Thompson	Bus Driver	Step raise	10/01/16	56	25.0/wk	565	B21/2
Jennifer	de Gala	Clerical Asst. II	Step raise	10/01/16	15	8.00	403	B19/6
Roboam	Ramirez	Clerical Asst. II/BB	Step raise	10/01/16	23	8.00	403	B20/5
Pedro	Becerra	Computer Tech. I	Step raise	10/01/16	24/30	8.00	212/302	B30/3
Jagath	Jayarathne	Computer Tech. II	Step raise	10/01/16	59	8.00	409	B32/6
Susan	Kerr	COTA	Step raise	10/01/16	12	6.50	255/505	B28/3
Ana	Herrera Chavez	Food Serv. Asst. I	Step raise	10/01/16	90	1.30	606	B08/3
Nivie	Jhawar	Health Assistant	Step raise	10/01/16	18	3.75	402	B17/3
Theresa	Petersen	Health Assistant	Step raise	10/01/16	13	3.75	402	B17/3
Lisa	Sheffer	Health Assistant	Step raise	10/01/16	10	3.75	402	B17/3
Lisa	Wilhite	Health Assistant	Step raise	10/01/16	27	3.75	402	B17/3
Edelicia	Lara	Health Assistant/BB	Step raise	10/01/16	25	3.75	402	B17/3
Carlo	Azabache	Instr. Asst./Rec.	Step raise	10/01/16	60	19.5/wk	85	B11/2
Abraham	Garcia	Instr. Asst./Rec.	Step raise	10/01/16	60	19.75/wk	329	B11/5
Kristina	Henry	Instr. Asst./Rec.	Step raise	10/01/16	60	19.5/wk	85	B11/3
Erin	Holmquist-Squires	Instr. Asst./Rec.	Step raise	10/01/16	16	10.5/wk	302	B11/2
Linda	Morrison	Instr. Asst./Rec.	Step raise	10/01/16	13	15.0/wk	100	B11/6
Kari	Munoz	Instr. Asst./Rec.	Step raise	10/01/16	30	15.0/wk	302	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Arnold	Vaughn	Instr. Asst./Rec.	Step raise	10/01/16	18	18.75/wk	100	B11/5
Yvette	Garza	Instr. Asst./Reg.	Step raise	10/01/16	11	8.0/wk	302	B11/3
Laurie	Licon	Instr. Asst./Reg.	Step raise	10/01/16	22	3.50	310	B11/3
Chelsy	Egan	Instr. Asst./SE I	Step raise	10/01/16	12	6.00	122	B14/4
Nicole	Molina	Instr. Asst./SE II A	Step raise	10/01/16	29	6.00	121	B14/2
Amanda	Acevedo	Instr. Asst./SE II B	Step raise	10/01/16	15	6.00	121	B14/4
Laura	Merino	Occup. Therapist	Step raise	10/01/16	54	24.0/wk	255/505	M14/1
Maria	Diaz	School Office Mgr.	Step raise	10/01/16	30	8.00	403	B25/4
Esther	Surjanto	Food Serv. Asst. I	Temporary Additional hours to 1/31/17	08/08/16	90		606	B08/6
Rosalia	Martinez	After School Site Lead	Temporary additional hours to 10/15/16	09/07/16	60	10.0/wk	85	B18/6
Roxanne	Arellano	Clerical Asst. II/BB	Temporary additional hours to 10/28/16	08/18/16	59	3.00	409	B20/3
Joni	David	After School Site Lead	Temporary additional hours to 10/30/16	09/07/16	60	12.0/wk	340	B18/6
Dana	Blake	Instr. Asst./SE I	Temporary additional hours to 12/16/16	08/08/16	23	3.00	122	B14/3
Aaron	Gleason	Instr. Asst./SE I	Temporary additional hours to 12/16/16	08/08/16	23	3.00	122	B14/2
Yvonne	Carlos	Instr. Asst./SE II A	Temporary additional hours to 5/25/17	08/08/16	30	1.0/wk	242	B14/6
Melody	Reynolds	Food Service Specialist	Temporary additional hours to 7/20/16	07/19/16	90	6.25	606	B21/6
Morgan	Garcia	Instr. Asst./Reg.	Temporary additional hours to 8/5/16	08/01/16	21	3.75	212	B11/1
Joni	David	After School Site Lead	Temporary transfer to Child Dev. Svc.	10/10/16	60	8.00	310	B18/6
Employee	ID 5699	Instr. Asst./SE I	Termination	09/21/16	17	6.00	242	B14/3
Jeanne	Hoffa	Instr. Asst./Rec.	Transfer from ASP: V.P. to Fern	09/26/16	60	19.75/wk	85	B11/4
Suzanne	Kammer	Instr. Asst./SE II B	Transfer from V.P.	10/06/16	15	6.00	121	B14/2
Oscar	Aranda	After School Site Lead	Working out of classification	10/10/16	60	30.0/wk	85	B18/4
Angela	Naranjo	After School Site Lead	Working out of classification	09/26/16	60	30.0/wk	329	B18/4
Maricela	Vasquez	After School Site Lead	Working out of classification	09/26/16	60	30.0/wk	329	B18/4
Erica	Pereyra	Instr. Asst./Rec.	Working out of classification	10/12/16	60	30.0/wk	329	B18/4
Ernesto	Fregoso	Transporter/Custodian	Working out of classification	08/08/16	50	8.00	531	B22/6

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Mark Douglas, Interim Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE PARTNERSHIP AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY OF REDLANDS EFFECTIVE NOVEMBER 16, 2016**

Background: University of Redlands, a fully accredited institution of higher education, wishes to partner with Fullerton School District (FSD) for a cooperative relationship whereby allowing FSD employees to further their educational endeavors by completing University of Redlands academic programs.

The university agrees to offer a 10% tuition discount to eligible Fullerton School District employees who attend classes at Redlands regional campuses, and 15% tuition discount for classes offered on-site at District (if applicable).

Rationale: This Partnership Agreement will provide an incentive for FSD employees to pursue their educational endeavors for personal or professional development opportunities.

Funding: No cost to Fullerton School District.

Recommendation: Approve Partnership Agreement between Fullerton School District and University of Redlands effective November 16, 2016.

MD:nm
Attachment

CORPORATE PARTNER AGREEMENT

This Memorandum of Understanding (MOU) between the University of Redlands (herein referred to as “Redlands”) and Fullerton Unified School District (herein referred to as “MOU Partner”) documents the commitment of both parties to enter into a mutually beneficial education and training agreement.

Through this agreement, Redlands offers discounted tuition, customized education and training opportunities, special events and other benefits to benefit-eligible employees, spouses and domestic partners of MOU Partner.

MOU Partner offers opportunities for Redlands to promote programs and recruit students. The promotion and recruitment process may include on-site information meetings, education fairs, and advertisements as approved by the MOU Partner; use of MOU Partner logo in Redlands promotions and on the Redlands website; and other means of promotion and recruitment mutually supported by Redlands and MOU Partner.

Discounts:

School of Business Degree Programs

MOU Partner employees, spouses and domestic partners of employees shall receive the tuition discount of 10% for programs offered at any of the Redlands regional campuses and 15% for programs offered by the School of Business and delivered on-site at MOU Partner facilities.

School of Education Programs

MOU Partner employees, spouses and domestic partners of employees shall receive the tuition discount of 10% for programs offered at any of the Redlands regional campuses and 15% for programs offered by the School of Education and delivered on-site at MOU Partner facilities.

School of Continuing Studies Certificates and Workshops

MOU Partner employees, spouses and domestic partners of employees shall receive the tuition discount of 10% for corporate-sponsored programs offered by the School of Continuing Studies and delivered on-site at MOU Partner facilities.

On-site Programs: On-site programs are delivered at MOU Partner facilities, at the request of MOU Partners. MOU Partner agrees to provide classroom/computer lab facilities as required for particular courses, programs and degrees, subject to Redlands approval. Redlands shall set minimum enrollment requirements. Should minimum enrollment requirements not be met (or subsequent to the start of the program, fall below minimum requirements), students may be offered the opportunity to register at another Redlands regional facility, and discount rate would be adjusted according to the terms listed above. Additional restrictions may apply.

Program Delivery: Each course and program has unique requirements, and prospective students should examine all requirements before registering.

Academic Policies: All policies stated in the current *University of Redlands Catalog* apply. These policies pertain to graduation requirements, academic honesty, withdrawal, re-enrollment, grade disputes and other policies important to all students undertaking degree work at the University of Redlands.

Application, Admission and Registration Requirements: Where applicable, students must meet all current application, admission and registration requirements.

Verification of Employment Status: Redlands may, at any time, require verification of current employee status of any MOU Partner student receiving the above listed discounts. Verification must be supplied directly from the MOU Partner, not the student.

Transcripts: Prospective undergraduate students must provide official transcripts from each college or university ever attended. Prospective graduate students must provide an official transcript from each institution from which they earned a degree.

Tuition and Fees: Tuition and fees are charged according to the *University of Redlands Catalog* in effect at the time of the student's enrollment. Tuition and fees are subject to change.

Payments and Billing Statements: Students are billed directly by Redlands for tuition and fees. Students are responsible for submitting payment within 45 days and are solely liable for payment of all tuition and fees regardless of financial aid or MOU Partner tuition remission/reimbursement policies. Students enrolled in the School of Continuing Studies are required to pay for courses before attending their first class.

MOU Expiration: This MOU will expire three (3) years after acceptance by both parties unless renewed by both parties after review.

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

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

Entire Agreement: This MOU contains all of the agreements and understandings relating to this educational partnership and obligations between MOU Partner and Redlands in connection therewith and neither party and no agent thereof has made or is making, and neither party in executing and delivering this MOU is relying upon, any warranties, promises or agreements, except as set forth in this MOU. All understandings and agreements heretofore between MOU Partner and Redlands relating to educational programs are merged in this MOU, which alone fully and completely express their agreement.

Redlands Contact: For all issues regarding this MOU, please contact the Associate Vice-President for Enrollment Management, 1200 E. Colton Avenue, Redlands, CA 92373-0999, (909) 748-8739.

Agreed:

For the University of Redlands: _____ Date: _____

Nancy C. Svenson
AVP for Enrollment Management

Nancy_Svenson@redlands.edu

For Fullerton USDfullerto: _____ Date: _____

Address:

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 16/17-B011 THROUGH 16/17-B016 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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-B011 through 16/17-B016 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH: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 transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$31,071
2000	Classified Salaries	33,910
3000	Employee Benefits	-79,028
4000	Books and Supplies	-134,184
5000	Services & Other Operating Expenses	210,373
	Total:	<u>\$0</u>

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

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Wendy Benkert, Ed.D.
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 \$52,072 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$52,072
Total:		\$52,072

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	\$63,924
2000	Classified Salaries	25,093
3000	Employee Benefits	16,348
4000	Books and Supplies	135,789
5000	Services & Other Operating Expenses	-189,082
Total:		\$52,072

Explanation: This Resolution reflects an increase in revenue and expenditures for donations from McCoy Mills and various school sites. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Wendy Benkert, Ed.D.
 Assistant Superintendent of Business
 Orange County Department of Education

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$13,808
2000	Classified Salaries	51,377
3000	Employee Benefits	-49,129
4000	Books and Supplies	-4,548
5000	Services & Other Operating Expenses	5,300
7000	Other Outgo	-16,808
	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 Child Development Fund.

Approved: Wendy Benkert, Ed.D.
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:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$700
5000	Services & Other Operating Expenses	700
	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 Deferred Maintenance Fund.

Approved: Wendy Benkert, Ed.D.
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>
4000	Books and Supplies	\$6,969
5000	Services & Other Operating Expenses	-7,450
6000	Capital Outlay	25,152
9780	Other Assignments	-24,671
	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 Capital Facilities Fund.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

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

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

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	\$1,822
5000	Services & Other Operating Expenses	-2,301,822
6000	Capital Outlay	2,300,000
	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 Special Reserve for Capital Outlay Projects Fund.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1175 FOR THE 2016/2017 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants number 1175 for the 2016/2017 school year. The total amount presented for approval is \$28,946.29.

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

01	General Fund	\$28,946.29
	Total	<u>\$28,946.29</u>

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

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

Recommendation: Approve/Ratify warrant number 1175 for the 2016/2017 school year (District 48, Amerige Heights).

SH:MG:gs

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Supervisor, Purchasing & Warehouse
SUBJECT: APPROVE AGREEMENT FOR SOLID WASTE MANAGEMENT AND RECYCLING SERVICES DISTRICTWIDE TO REPUBLIC SERVICES, EFFECTIVE DECEMBER 1, 2016, THROUGH DECEMBER 1, 2021

Background: On October 6, 2016, the Purchasing Department met with our current waste management service provider, Republic Services, to review current costs and support. From this meeting we were able to negotiate prices that will save the District \$82,862.02 in five years (with automatic annual renewal option) as well as provide a secured document shredding service to all schools and the District Office and offer an education and outreach program to serve our school sites along with support for future recycling programs.

Staff has reviewed the agreement and determined that it is a cost-effective means of obtaining waste management services throughout the District.

Rationale: The agreement with Republic Services will support the District's needs and continue to respond to the ongoing waste management needs to ensure compliance with legal mandates.

Funding: General Fund.

Recommendation: Approve agreement for solid waste management and recycling services Districtwide to Republic Services, effective December 1, 2016, through December 1, 2021.

SH:MM:gs
Attachments

**AGREEMENT
FOR
SOLID WASTE MANAGEMENT SERVICES**

This AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES (“Agreement”) is made and entered into this 15th day of November, 2016 between the Fullerton Elementary School District (“District”) and Republic Waste Services of Southern California, LLC (“Republic”). New terms and conditions effective December 1st, 2016.

TERMS AND CONDITIONS

SERVICES. New terms and conditions effective December 1st, 2016. District hereby grants to Republic the exclusive right to collect, transport, and dispose of or recycle all of District’s non-hazardous solid waste materials (including Recyclable Materials) (collectively, “Waste Materials”), and Republic agrees to furnish such services as permitted by Applicable Laws. The scope of services includes (1) the collection of Waste Materials at the locations and frequency specified in Exhibit “A”, attached hereto and incorporated by reference; and (2) Document Destruction services as specified in Exhibit “B”, attached hereto and incorporated by reference. Document Destruction services will be provided by a mutually approved third party vendor at no additional cost to the District during the term of this Agreement.

TERM. The term of this Agreement shall be five (5) years with the option to automatically renew each year thereafter.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, “Excluded Waste”), each as defined by applicable federal, state or local laws or regulations (collectively, “Applicable Laws”).

TITLE TO WASTE MATERIALS. Company shall acquire title to Waste Materials when they are loaded into Company’s truck. Title to and liability for any Excluded Waste shall remain with District and shall not pass to Republic.

PAYMENT. District shall pay Republic for the services and equipment furnished by Company at the rates provided in Exhibit “A” to this Agreement. Republic shall invoice the District on a monthly basis in arrears, and District shall pay Republic within 30 days after the date of Republic’s invoice.

ADJUSTMENTS TO SERVICE RATES. Effective July 1, 2017, and annually each July 1 thereafter, the Service rates specified in Exhibit A will be increased by a fixed 3.5% (three and a half percent) over the Term of the Agreement. In addition to such annual adjustment effective

July 1 of each year, in the event of any changes in Applicable Laws, including new or increased government fees, charges and assessments, and/or in the event of an increase in the charges for use of a solid waste facilities (landfill or materials recovery/transfer station), Republic shall be entitled to an adjustment in the Service rates set forth in Exhibit A upon 30 days prior written notice to District with documentation of a change in Applicable Law any such increase in government fees charges or assessments and/or documentation of any increase in solid waste facility fees and charges.

SERVICE CHANGES. The Parties may, by a fully executed written amendment to this Agreement, change the type, size or amount of equipment, the type or frequency of service, and make changes in the corresponding rates for such Services by amendment of Exhibit A.

RECYCLABLE MATERIALS. District shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling. District and Republic agree that Republic may, in its sole discretion, determine that any single load is contaminated and may refuse to collect it or may collect the material as non-recyclable Waste Material and charge District for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs.

EDUCATION AND OUTREACH INFORMATION. Republic agrees to work with the District during the term of this Agreement to develop and provide Education & Outreach programs at no additional cost that will include the following:

Touch A Truck

Republic's Touch A Truck program begins by teaching safety to all ages Pre-K through middle school about service vehicles. From 6th grade on, the compressed natural gas (CNG) truck shows students how technology helps us reduce our carbon footprint, service neighborhoods quietly, and save money on operating costs. (15 Minute Presentations)

MRFy

Developed by Republic, MRFy is an interactive and fun robotic resource used to help educate children about recycling. Made completely of recycled materials, this Republic 'Spokes-Robot' is often a special guest at all school assemblies, explaining the benefits and how-to's of recycling. MRFy also visits environmental fairs and public events. (30 - 45 Minute Presentation)

Recycling Center Tours

Learning tours to demonstrate how Republic handles recycling and waste in a way that is easy to understand. See how Republic is investing in state-of-the-art recycling equipment at our recycling centers to protect the environment. This equipment quickly sorts through

your curbside recyclable materials, making it easier for you to recycle more. (30 Minute Tour Presentation)

Recycling 101

Recycling 101 presentations teach the community about everyday recycling and environmental responsibility. Through an interactive activity, students learn what is and isn't recyclable. They learn how landfills work and how their actions and choices can make a positive difference in the world. (30 Minute Presentation)

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Republic shall supply all vehicles and equipment necessary for the performance of the Services. Equipment furnished by Republic shall remain the company's property. District shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic's handling of the equipment). District shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. District shall provide safe, unobstructed access to the equipment on the scheduled collection day.

INDEMNITY. Republic shall protect, defend, indemnify and hold harmless the District, as well as its agents, directors, officers, trustees, and employees (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all liability, claims, damages, losses and expenses, including, without limitation, reasonable legal fees and court costs, arising out of or alleged to arise out of the negligence or willful misconduct of Republic, its agents and/or employees or from the negligent or willful misconduct of any Subcontractor or its agents and/or employees. District shall indemnify, defend and hold harmless Republic from and against all liability, claims, damages, losses and expenses, including, without limitation, reasonable legal fees and court costs, arising out of or alleged to arise out of the negligence or willful misconduct of District, including without limitation claims arising from the inclusion of excluded waste in the Waste Materials and for any and all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of District's use, operation or possession of Republic equipment. Principles of comparative fault shall apply.

INSURANCE. Republic shall maintain the following insurance:

a) Commercial General Liability coverage including premises-operations, independent contractors, completed operations, broad form property damage, personal injury and blanket contractual liability with limits of liability of \$5,000,000 for bodily injury and property damage. District shall be included as additional insureds under Republic's Commercial General Liability insurance using a standard form blanket endorsement or its equivalent. This insurance may be carried under a blanket policy, but must be primary insurance for District.

b) Business Automobile Liability insurance including owned, hired, and non-owned automobiles naming District as additional insureds with limits of liability for bodily injury and property damage of not less than the Contractor's Liability Insurance Requirements.

c) Statutory workers' or workmen's compensation including occupational disease with an employer's liability limit of at least \$1,000,000.

d) The foregoing policies shall contain a provision that coverage afforded under the policies shall not be cancelled until at least 30 days prior written notice has been given to District by mail or email. Certificates of Insurance showing such coverage to be in force shall be filed with District prior to the commencement of the Services.

DAMAGE TO PAVEMENT. Republic shall not be responsible for any damages to District pavement, curbing or other driving surfaces resulting from the Services.

EXCUSED PERFORMANCE. Except for District's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS.

- a. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist or may have existed between the Parties regarding the subject matter of this Agreement.
- b. Republic shall have no confidentiality obligation with respect to any Waste Materials.
- c. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.
- d. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.
- e. The Parties agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of

the signature and contents of this Agreement, as though it were an original.

CONTACT INFORMATION. Notices and any other information regarding this Agreement should be sent via first class mail as follows:

For Fullerton Elementary School District:

Mr. Mike McAdam
Supervisor of Purchasing & Warehouse
Fullerton Elementary School District
1401 W. Valencia Drive
Fullerton, CA 92833
714. 447.2846

For Republic Services:

Mark McGee, Municipal Manager
Republic Services
1131 N. Blue Gum Street
Anaheim, CA 92806
714.283.3314

with a copy to:

Becky Pittman, Administrative Assistant
Republic Services
1131 N. Blue Gum Street
Anaheim, CA 92806
714.283.3318

SIGNATURES APPEAR ON NEXT PAGE

DISTRICT:

Superintendent

ATTEST:

Secretary of the District

REPUBLIC :

General Manager

EXHIBIT A

Fullerton Elementary School District - Cost Proposal 6.30.16 - Including Document Destruction

Trash (Bins)		Service Level			Current	Proposed Costs Savings				
Site #	Name	Qty	Sz/Yds	Lifts	Mo/Cost	Mo/Cost Yr 1	Mo/Cost Yr 2	Mo/Cost Yr 3	Mo/Cost Yr 4	Mo/Cost Yr 5
1	Acacia Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
2	Commonwealth Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
3	District Office	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
3	Nutrition Center	1	3	1	\$46.67	\$66.06	\$68.37	\$70.77	\$73.24	\$75.81
4	Fern Drive Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
5	Richman Elementary	3	3	5	\$668.49	\$601.64	\$622.70	\$644.49	\$667.05	\$690.40
6	Golden Hill Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
7	Hermosa Drive Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
8	District Office - Administration	1	3	5	\$222.83	\$200.55	\$207.57	\$214.83	\$222.35	\$230.13
9	District Office - Maintenance	2	3	1	\$165.14	\$148.63	\$153.83	\$159.21	\$164.78	\$170.55
10	Parks Junior High	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
11	Rolling Hills Drive Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
12	Raymond Elementary	3	3	5	\$668.49	\$601.64	\$622.70	\$644.49	\$667.05	\$690.40
13	Pacific Drive Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
14	Orangethorpe Elementary	3	3	5	\$668.49	\$601.64	\$622.70	\$644.49	\$667.05	\$690.40
15	Sunset Lane Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
16	Maple Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
17	Woodcrest Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
18	Valencia Park Elementary	3	3	5	\$668.49	\$601.64	\$622.70	\$644.49	\$667.05	\$690.40
19	Laguna Road Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
20	Ladera Vista Junior High	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
21	Richman Elementary	1	3	2	\$114.11	\$102.70	\$106.29	\$110.01	\$113.86	\$117.85
22	Nicolas Junior High	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
23	Beachwood Elementary	2	3	3	\$305.00	\$274.50	\$284.11	\$294.05	\$304.34	\$315.00
24	Fisler Elementary	2	3	5	\$445.66	\$401.09	\$415.13	\$429.66	\$444.70	\$460.26
Trash Service (Bins) Monthly Cost Sub-total					\$10,658.27	\$9,616.50	\$9,953.08	\$10,301.44	\$10,661.99	\$11,035.15
Trash Service (Bins) Annual Cost Sub-total					\$127,899.24	\$115,398.00	\$119,436.93	\$123,617.22	\$127,943.83	\$132,421.86

Recycling (Carts)		Service Level			Current	Proposed Costs Savings				
Site #	Name	Qty	Sz/Yds	Lifts	Mo/Cost	Mo/Cost Yr 1	Mo/Cost Yr 2	Mo/Cost Yr 3	Mo/Cost Yr 4	Mo/Cost Yr 5
1	Golden Hill Elementary	1	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Hermosa Drive Elementary	2	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	District Office - Administration	4	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Ladera Vista Junior High	2	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total Annual					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Free Recycle carts not limited to the above listed sites!

Trash (Roll-off Services - RO)		Service Level			Current	Proposed Costs Savings				
Site #	Name	Qty	Sz/Yds	Lifts	Mo/Cost	Mo/Cost Yr 1	Mo/Cost Yr 2	Mo/Cost Yr 3	Mo/Cost Yr 4	Mo/Cost Yr 5
1	District Office - Maintenance	1	40	1	\$126.43	\$113.79	\$117.77	\$121.89	\$126.16	\$130.57
Sub-total Annual Trash RO (*plus \$47.30/ton)					\$1,517.16	\$1,365.44	\$1,413.23	\$1,462.70	\$1,513.89	\$1,566.88

Total Cost Per Year (Trash & Recycling)	\$129,416.40	\$116,763.44	\$120,850.16	\$125,079.92	\$129,457.72	\$133,988.74
First Year's Trash Savings		-\$12,652.96				

5 Year Trash Comparison:	Current	\$647,082.00
	Proposed	\$626,139.98
	Sub-Total	<u>\$20,942.02</u>

Document Destruction Services	N/C	N/C	N/C	N/C	N/C
(2) 64 Gallon Carts Per Site Serviced Every (4) Weeks (\$12,384/Year)					
	5 Year Document Destruction Savings	\$61,920.00			
	Total 5 Year Savings (Trash & Destruction)	\$82,862.02			

Exhibit “B”

Document Destruction – Fullerton Elementary School District

Site #	Name	Address	Container Type	Serviced
1	Acacia Elementary	1200 N. Acacia	1 64 GALLON	EVERY 4 WEEKS
2	Commonwealth Elementary	2200 E. Commonwealth	1 64 GALLON	EVERY 4 WEEKS
3	District Nutrition Center	389 W. Truslow	1 64 GALLON	EVERY 4 WEEKS
4	Fern Drive Elementary	1400 W. Fern	1 64 GALLON	EVERY 4 WEEKS
5	Richman Elementary	700 S. Richman	1 64 GALLON	EVERY 4 WEEKS
6	Golden Hill Elementary	732 Barris Drive	1 64 GALLON	EVERY 4 WEEKS
7	Hermosa Drive Elementary	400 E. Hermosa Drive	1 64 GALLON	EVERY 4 WEEKS
8	District Office	1401 W. Valencia	2 64 GALLON	EVERY 4 WEEKS
10	Parks Junior High	1710 Rosecrans	2 64 GALLON	EVERY 4 WEEKS
11	Rolling Hills Drive Elementary	1460 Rolling Hills Drive	1 64 GALLON	EVERY 4 WEEKS
12	Raymond Elementary	700 S. Raymond	1 64 GALLON	EVERY 4 WEEKS
13	Pacific Drive Elementary	1501 W. Valencia Drive	1 64 GALLON	EVERY 4 WEEKS
14	Orangethorpe Elementary	1400 S. Brookurst	1 64 GALLON	EVERY 4 WEEKS
15	Sunset Lane Elementary	2030 Sunset Ln	1 64 GALLON	EVERY 4 WEEKS
16	Maple Elementary	244 E. Valencia	1 64 GALLON	EVERY 4 WEEKS
17	Woodcrest Elementary	455 W. Baker ave	1 64 GALLON	EVERY 4 WEEKS
18	Valencia Park Elementary	3441 W. Valencia	1 64 GALLON	EVERY 4 WEEKS
19	Laguna Road Elementary	300 Laguna Road	1 64 GALLON	EVERY 4 WEEKS
20	Ladera Vista Junior High	1700 E. Wilshire Ave	2 64 GALLON	EVERY 4 WEEKS
21	Nicolas Junior High	1100 W. Olive	2 64 GALLON	EVERY 4 WEEKS
22	Beechwood Elementary	780 Beechwood	1 64 GALLON	EVERY 4 WEEKS
23	Fisler Elementary	1350 Starbuck Street	1 64 GALLON	EVERY 4 WEEKS

Note: SERVICE WILL BE PUT ON HOLD 2 MONTH DURING SCHOOL CLOSURE FOR SUMMER BREAK

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Supervisor, Purchasing & Warehouse
SUBJECT: DESIGNATE THE SUPERINTENDENT TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR THE EQUIPMENT/TECHNOLOGY PURCHASES THAT QUALIFY UNDER PUBLIC CONTRACT CODE 20118.2

Background: California Public Contracting Code 20118.2 allows school districts to issue a Request for Proposals (RFP) to establish the award of contracts for technology, telecommunications, related equipment, software, and services provided that the Board finds that the procurement qualifies. The award of a contract selected by the RFP will still require Board approval after the selection process. The Board action would designate the Superintendent to determine if a procurement qualifies under 20118.2 to be issued as an RFP.

Rationale: The RFP selection process allows a school district to specify weighted criteria in addition to price that will be used to select the products and services that best meet the needs of the school district.

Funding: There is no cost to the District.

Recommendation: Designate the Superintendent to issue Request for Proposals (RFP) for the equipment/technology purchases that qualify under Public Contract Code 20118.2.

SH:MG:gs

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Supervisor, Purchasing & Warehouse

SUBJECT: **DECLARE LISTED ITEMS AS SURPLUS, NOT SUITABLE FOR SCHOOL PURPOSES, AND AUTHORIZE DISTRICT STAFF TO DISPOSE OF ITEMS AT A PUBLIC AUCTION OR BY OTHER MEANS AS ALLOWED IN EDUCATION CODE SECTIONS 17545-17555**

Background: Over a period of time, the various sites accumulate instructional materials, supplies, and equipment, which have become obsolete, unserviceable, unrepairable, or otherwise not suitable for school use. Some of these items may be salvaged or sold, thus providing the District with some recovery of residual value.

Education Code sections 17545-17555 and Board Policy 3270 provide for the sale of District items. A list of items to be declared surplus is below, and the items will be disposed of by public sale or, if no reasonable bids are received, by private sale for salvage. All items are subject to reallocation within the District prior to sale or disposal.

1979—Dodge Van—B21JPX176562
1984—Chevy C70—1GBL7D1G2EV103740
1983—Ford C700—1FDNC70H4DVA15505
1990—Amtran School Bus—1HVBBZ7LXLH279920
1992—Ford Van—1FTDE14F3DHA02727
1987—Dodge Truck—1B6MD3414HS509670

Rationale: By approving this request the Board will be authorizing the District to properly dispose of the surplus property, allow a private auction firm to execute a public auction to maximize District return, and authorize disposal by other means if such property is not sold.

Funding: Additional local income is anticipated.

Recommendation: Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction or by other means as allowed in Education Code sections 17545-17555.

SH:MM:gs

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance, Operations, Transportation, and Facility Services

SUBJECT: APPROVE NOTICE OF COMPLETION FOR RDM ELECTRIC CO. INC., FOR PARKS JUNIOR HIGH SCHOOL, 2016 INTERIM HOUSING REBID--(ELECTRICAL), FSD-15-16-RD-04

Background: On June 1, 2016, the Board of Trustees approved the award of a contract for Parks Junior High School 2016 Interim Housing Re-Bid--(Electrical), FSD-15-16-RD-04, to RDM Electric Co., Inc.

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

Funding: The completed contract amount is \$610,000 from the Special Reserve Fund for Capital Outlay Projects.

Recommendation: Approve Notice of Completion for RDM Electric Co. Inc., for Parks Junior High School, 2016 Interim Housing Rebid--(Electrical), FSD-15-16-RD-04.

SH:RM:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Parks Junior High School, 1710 Rosecrans Ave., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 1st day of June, 2016, which contract was made with RDM Electric Co. Inc., as contractor; that the work on said improvements was actually completed and accepted on the 15th day of November, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is The Hanover Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Parks Junior High School 2016 Interim Housing Rebid – (Electrical), FSD-15-16-RD-04.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of November, 2016, by Beverly Berryman, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance, Operations, Transportation and Facility Services

SUBJECT: APPROVE NOTICE OF COMPLETION FOR TIME AND ALARM SYSTEMS FOR PARKS JUNIOR HIGH SCHOOL 2016 INTERIM HOUSING REBID–(LOW VOLTAGE), FSD-15-16-RD-03

Background: On June 07, 2016, the Board of Trustees approved the award of a contract for Parks Junior High School 2016 Interim Housing Rebid–(Low Voltage), FSD-15-16-RD-03, to Time and Alarm Systems.

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

Funding: The completed contract amount is \$450,000 from the Special Reserve Fund for Capital Outlay Projects.

Recommendation: Approve Notice of Completion for Time and Alarm Systems for Parks Junior High School 2016 Interim Housing Rebid–(Low Voltage), FSD-15-16-RD-03.

SH:RM:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Parks Junior High School, 1710 Rosecrans Ave., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 7th day of June, 2016, which contract was made with Time & Alarm System, Inc., as contractor; that the work on said improvements was actually completed and accepted on the 15th day of November, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Providing but not limited to providing data communications to thirty district furnished modular buildings at Parks Junior High School, FSD-15-16-RD-03.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of November, 2016, by Beverly Berryman, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance, Operations, Transportation, and Facility Services

SUBJECT: APPROVE ADDITIVE CHANGE ORDER #7 FOR AMERICAN TECHNOLOGIES, INC., FOR ASBESTOS ABATEMENT AT PARKS JUNIOR HIGH SCHOOL, FSD-15-16-GFR-01

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Asbestos Abatement at Parks Junior High School, FSD-15-16-GFR-01, to American Technologies, Inc.

Rationale: The original contract scope of work has been increased by the following change/s:

Change Order #7

Addition to set containments and the removal of asbestos, get clearances, and facilitate the shutdown of the electrical: \$8,050.

Funding: This project is funded from the General Fund. The total of the change order to American Technologies, Inc., is \$8,050. The new total of this contract is \$1,083,254.20.

Recommendation: Approve Additive Change Order #7 for American Technologies, Inc., for Asbestos Abatement at Parks Junior High School, FSD-15-16-GFR -01.

SH:RM:ys

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance, Operations, Transportation, and Facility Services

SUBJECT: APPROVE NOTICE OF COMPLETION FOR AMERICAN TECHNOLOGIES, INC., FOR ASBESTOS ABATEMENT AT PARKS JR. HIGH SCHOOL, FSD-15-16-GFR-01

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Asbestos Abatement at Parks Jr. High School, FSD15-16-GFR-01, to American Technologies, Inc.

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

Funding: The completed contract amount is \$1,083,254.20 from the General Fund.

Recommendation: Approve Notice of Completion for American Technologies, Inc., for Asbestos Abatement at Parks Jr. High school, FSD-15-16-GFR -01.

SH:RM:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Parks Junior High School, 1710 Rosecrans Ave., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 10th day of May, 2016, which contract was made with American Technologies, Inc., as contractor; that the work on said improvements was actually completed and accepted on the 15th day of November, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Berkley Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Asbestos Abatement at Parks Jr. High School, FSD-15-16-GFR-01.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of November, 2016, by Beverly Berryman, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: November 15, 2016

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

FROM: Susan Cross Hume, Assistant Superintendent, Business Services

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND TERRY GERNER FOR SERVICES AS THE INTERIM DIRECTOR OF NUTRITION SERVICES FROM NOVEMBER 1, 2016, THROUGH APRIL 1, 2017**

Background: The District is in need of temporary management of the Nutrition Services Department. The time commitment and expertise for these services is beyond the capacity of current District employees. Therefore, it is recommended the District contract with Terry Gerner to provide these services.

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

Funding: Services will be on an hourly basis. Hours and/or projects will be approved in advance by the Assistant Superintendent, Business Services. The cost is an hourly rate of \$100 per hour, not to exceed \$60,000, to be paid from the Nutrition Services Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Terry Gerner for Services as the Interim Director of Nutrition Services from November 1, 2016, through April 1, 2017.

SCH:gs
Attachment

FULLERTON SCHOOL DISTRICT
CONSULTING or INDEPENDENT CONSULTANT AGREEMENT
FOR OVER \$5000

THIS AGREEMENT is made effective on November 1, 2106, and it is made by and between **Terry Gerner**, hereafter called "Consultant OR Consultant," and the Fullerton School District, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 11/1/2016 through 4/1/2017.
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Child Nutrition Services program analysis, operational support, recommendations for compliance with federal audit requirements and staffing analysis.

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on **November 1, 2016**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **April 1, 2017**. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing to Fullerton School District, 1401 W. Valencia, Fullerton Ca. 92833
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

FULLERTON SCHOOL DISTRICT

6. **PAYMENT:** The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed **\$60,000**.

X If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: **# OF HOURS X \$100.00**. It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.

8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.

9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, 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 school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

FULLERTON SCHOOL DISTRICT

- (c) Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement;

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide certificates indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement **NAMING THE DISTRICT AS ADDITIONALLY INSURED** with the endorsement on form CG20(10/26)0704 and CG20370704, **3 pages total**, or 20101185 **2 pages total**.

- a. Certificate of Insurance Attached
- b. Workers Compensation Certificate Attached OR
- c. Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- d. Proof of TB clearance for all employees working individually with students
- e. Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached *IF working individually with students unsupervised.*

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. **ASSIGNMENT:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **COMPLIANCE AND CERTIFICATION:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or subConsultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies that Consultant 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 performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
a) Increase dollar amounts; b) Effect administrative changes; and c)Effect other changes as required by law.

FULLERTON SCHOOL DISTRICT

- 16. **CONFLICT OF INTEREST:** Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
- 17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
- 18. **GOVERNING LAW:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
- 19. **CONFIDENTIALITY:** All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

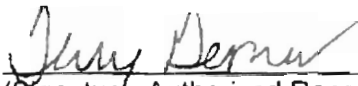
Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

DISTRICT:

Terry Gerner

Fullerton School District
1401 W. Valencia
Fullerton, Ca. 92833



(Signature, Authorized Representative)
Terry Gerner, SNS
Child Nutrition Consultant

(Signature, Authorized Representative)
Susan Cross Hume, CPA, CIA, CGMA
Assistant Superintendent, Business Services

Nov. 1, 2016

(Date)

(Date)

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark Douglas, Interim Assistant Superintendent, Personnel Services
SUBJECT: REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION FIRST QUARTER REPORT FOR 2016/2017

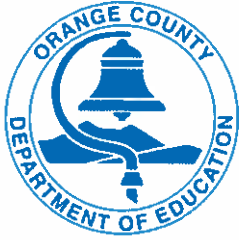
Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report reflects monitoring of teacher assignments by the OCDE from January 2016 through March 2016 Pursuant to Education Code §1240(2)(H), a copy of the report is being shared with the Board.

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Review Orange County Department of Education's Williams Settlement Legislation First Quarter Report for 2016/2017.

MD:nm
Attachment



October 28, 2016

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

To: Robert Pletka, Ed.D., Superintendent, Fullerton School District
From: Nicole Savio Newfield, Administrator, Community and Student Support Services
Subject: Williams Settlement Legislation 1st Quarter Report

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2016-17 fiscal year. The attached report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2016. As required by California Education Code section 1240(2)(H), this report is to be provided to your Board of Education at a regularly scheduled meeting held in accordance with public notification requirements.

FIRST QUARTER SUMMARY

Instructional Material Reviews

- Three reviews were conducted at decile 1-3 schools on August 19, 2016.

School Site Facility Reviews

- Three reviews were conducted on September 6, 2016.

Uniform Complaint Procedures (UCP)

- No complaints were filed during the period of April through June 2016.

If you have any questions regarding the attached report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Susan Albano, Director, Educational Services

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Williams Settlement Legislation
1st Quarter Report 2016-17
Fullerton School District

INSTRUCTIONAL MATERIALS

Schools were evaluated to have sufficient textbooks and instructional materials. ¹


School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 19, 2016		NONE				
Orangethorpe Elementary	August 19, 2016		NONE				
Pacific Drive Elementary	August 19, 2016		NONE				

FACILITIES

Schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Any deficiencies were reported to school administrators for remediation. ²

School Site	Review Date	Room/Area	Facility Conditions Identified
Commonwealth Elementary	September 6, 2016		NONE
Orangethorpe Elementary	September 6, 2016		NONE
Pacific Drive Elementary	September 6, 2016		NONE

Respectfully submitted,


 Nicole Sawio Newfield
 Administrator, Community Student Support Services

10/28/16
 Date

¹“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.

²Districts are not required to report corrections to the Orange County Department of Education.

CONSENT ITEM

DATE: November 15, 2016

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BOULDER JOURNEY SCHOOL FOR SPEAKER FEES AT FULLERTON SCHOOL DISTRICT CHILD DEVELOPMENT SERVICES EDUCATOR ROUNDTABLE “CULTIVATE THE SCIENTIST IN EVERY CHILD” ON MARCH 2, 2017**

Background: The Fullerton School District preschool programs, afterschool programs, and Early Learning Atelier program are designed and align with the Reggio Emilia approach and present cutting edge best practices that form the foundation in the Child Development Services programs.

Rationale: Child Development Services programs have served as excellent models for Educator Roundtables and site visitations for educators from Orange, Los Angeles, Riverside, San Bernardino, and San Diego Counties. Child Development Services staff have attended professional development and site visits at Boulder Journey School, which has significantly impacted the quality of experiences and educational outcomes in their programs. The Educator Roundtable will provide in-house professional development, as well as providing a professional development opportunity for educators from outside Fullerton School District.

Funding: Costs not to exceed \$2,000 for speaker fees and \$1,202 for expenses and is to be paid from the proceeds of the roundtable registration/Child Development budget #082.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Boulder Journey School for speaker fees at Fullerton School District Child Development Services Educator Roundtable “Cultivate the Scientist in Every Child” on March 2, 2017.

EF:MC:In
Attachment

2016-2017 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Boulder Journey School**, 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 **speakers Alex Cruickshank and Jen Selbitschka, Boulder Journey School educators, to present an exhibit that illustrates dynamic approaches to learning and teaching that engage children's existing curiosity, using readily available materials, at the Child Development Services Educator Roundtable "Cultivate the Scientist in Every Child."** Services shall be provided by **Boulder Journey School**.

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

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Thousand Dollars (\$2,000.00)**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to District. Payment for Services will be made only if Services have been satisfactorily rendered under the terms of this Agreement.**

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **air travel not to exceed Five Hundred Forty Six Dollars (\$546.00), ground transportation not to exceed One Hundred Fifty Five Dollars (\$155.00), accommodations not to exceed Two Hundred Sixty Five Dollars (\$265.00), meals not to exceed Two Hundred Dollars (\$200.00), and parking not to exceed Thirty Six Dollars (\$36.00).**

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 thirty (30) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Boulder Journey School
1919 Yarmouth Avenue
Boulder, CO 80304
Attn: Andrea Sisbarro

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 15th day of November 2016.

FULLERTON SCHOOL DISTRICT

BOULDER JOURNEY SCHOOL

By:

By:

Robert Pletka, Ed.D
Superintendent

Andrea Sisbarro
School Director

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Program Director, Child Development Services
SUBJECT: APPROVE/RATIFY AMENDED 2016/2017 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The funds are to be used for staffing, materials, and supplies.

Rationale: The original 2016/2017 Child Development State Preschool Contract, which was board approved on June 21, 2016, had a maximum total reimbursable amount of \$1,977,024. The amended 2016/2017 Child Development State Preschool Contract has increased the maximum total reimbursable amount to \$2,078,574. The increase of \$101,550 reflects the increase from \$38.53 to \$40.45 for the maximum rate per child day of enrollment.

Funding: Funding is applied to Child Development budget #310.

Recommendation: Approve/Ratify Amended 2016/2017 Child Development State Preschool Contract.

EF:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

Amendment 01

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6320

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2016 designated as number CSPP-6320 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,977,024.00 and inserting \$2,078,574.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to the Previous Rate of \$38.53 and inserting the Blended Rate of \$40.45 in place thereof.

The Blended Rate is an average of the Previous Rate and the Previous Rate increased by ten percent. This increase represents the ten percent increase to the Standard Reimbursement Rate, which is effective January 1, 2017, pursuant to the Budget Act of 2016.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 51,311.0 and inserting 51,386.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing financial and administrative details.

CONSENT ITEM

DATE: November 15, 2016

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

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

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY 2016/2017 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND ANAHEIM ELEMENTARY SCHOOL DISTRICT FOR SPECIAL EDUCATION PROGRAMS AND SERVICES EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017**

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

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

Funding: Total cost of contract is not to exceed \$200,000 and is to be paid from Student Support Services General Fund (710).

Recommendation: Approve/Ratify 2016/2017 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2016 through June 30, 2017.

EF:RG:vm
Attachment

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

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

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

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

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

1. Basis of Agreement

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

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2016, through June 30, 2017.

3. Acknowledgment

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

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2016-17 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

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

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July, 2016 through June, 2017. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the Special Schools Program, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

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

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

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

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

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

8. Funding

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

9. Transportation

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

10. Final Accounting

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

11. Projected Enrollment

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

12. Program Cost

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

13. No Waiver

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

14. Hold Harmless

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

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

15. Complete Agreement

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

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

APPROVED BY:

Anaheim Elementary School District
PROVIDER DISTRICT

Fullerton School District
SENDING DISTRICT

BY: _____
(Authorized Agent Signature)

BY: _____
(Authorized Agent Signature)

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

Robert Pletka
Superintendent
(Print Name)

DATE: _____

DATE: _____

BOARD APPROVAL: _____

BOARD APPROVAL: _____

SPECIAL ED MOU
7/16

ANAHEIM ELEMENTARY SCHOOL DISTRICT
 Visually Impaired Program
 District Bill- Back Projected Calculations
 2016-17

PROJECTED EXPENDITURES

Classroom Teachers Salary + Statutory Benefits	\$ 118,174
Classroom Teacher H&W Benefits	\$ 17,731
Braille Transcriber Salary + Statutory Benefits	\$ 38,972
Braille Transcriber H&W Benefits	\$ 16,468
Instructional Aides Salary + Statutory Benefits	\$ 59,033
Instructional Aides H&W Benefits	\$ 26,558
 Total	 \$ 276,935
 Total Cost X 1.4	 \$ 387,709
 88% Mobility Specialist Salary + Statutory Benefits*	 \$ 86,955
88% Mobility Specialist H&W Benefits*	\$ 11,444
 Total	 \$ 98,399
 Total Projected Expenditures	 \$ 486,108
 Number of students	 10
 Cost per Student	 \$ 48,611
 Base Revenue Offset (Subject to Change)	 \$ (9,814)
 Net <u>Projected</u> Cost per Student	 \$ 38,797

*Note 12% of salary billed to other districts for Mobility Services provided outside of VI class

CONSENT ITEM

DATE: November 15, 2016
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
PREPARED BY: Carmen Serna, Executive Assistant to the Superintendent
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR HILDA SUGARMAN TO ATTEND THE NATIONAL SCHOOL BOARD ASSOCIATION ADVOCACY INSTITUTE IN WASHINGTON D.C., ON JANUARY 29-31, 2017**

Background: The Advocacy Institute is an annual gathering of board members who are motivated and energized to advocate for their public schools on Capitol Hill and in their home states.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost is not to exceed \$3,000 to be paid from Board of Trustees (#525).

Recommendation: Approve out-of-state conference attendance for Hilda Sugarman to attend the National School Board Association Advocacy Institute in Washington D.C., on January 29-31, 2017.

RP:cs

CONSENT ITEM

DATE: November 15, 2016
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
PREPARED BY: Carmen Serna, Executive Assistant to the Superintendent
SUBJECT: **APPROVE/RATIFY OUT-OF-STATE CONFERENCE ATTENDANCE FOR DR. ROBERT PLETKA AND JAY MCPHAIL TO ATTEND THE LEAGUE OF INNOVATIVE SCHOOLS FALL 2016 MEETING IN BALTIMORE, MARYLAND, ON NOVEMBER 2-4, 2017**

Background: Fullerton School District is one of 19 new school districts accepted into the League of Innovative Schools today, a national coalition of forward-thinking school districts organized by Digital Promise, an independent, bipartisan nonprofit organization authorized by Congress to accelerate innovation in education. Fullerton School District was selected from a competitive and national pool of applicants based on its leadership, evidence of results, innovative vision for learning, and commitment to collaboration.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost is not to exceed \$2,500 to be paid from Technology and Media Services Budget (#409) and Superintendent's Budget (#526).

Recommendation: Approve/Ratify out-of-state conference attendance for Dr. Robert Pletka and Jay McPhail to attend the League of Innovative Schools Fall 2016 In Baltimore, Maryland, on November 2-4, 2017.

RP:cs

DISCUSSION/ACTION ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Sue Albano, Director, Educational Services
SUBJECT: APPROVE REVISED BOARD POLICY

Background: The following policy was presented to the Board of Trustees for the first reading at the October 18, 2016 Board Meeting:

Revised:
Instruction
BP 6174, Education for English Learners

Input was received and this discussion/action item serves as the second reading and approval for this revised board policy.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve revised board policy.

EF:SA:nm
Attachment

Fullerton School District

Board Policy Instruction

BP 6174

Education for English Learners

Board Adopted: November 28, 2006

Board Revised: January 10, 2010

Board Revised:

Education for English Learners

The Fullerton School District intends to provide English learners with a challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students accessing the full educational program and achieving the District's academic standards.

The District shall identify in its local control and accountability plan (LCAP) specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The District's program shall be based on sound instructional theory, ~~and shall be adequately supported so that English learners can achieve results at the same academic level as their English proficient peers in the regular course of study~~ **use standards-aligned instructional materials, and assist students in accessing the full educational program.**

The Board of Trustees encourages staff to exchange information with staff in other Districts and the Orange County Department of Education about programs, options and strategies for English learners that succeed under various demographic conditions.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

~~The Superintendent or designee shall maintain procedures, which provide for the identification, assessment and placement of English learners and for their reclassification based on criteria adopted by the Board of Trustees and specified in Administrative Regulations.~~

The Superintendent or designee shall provide to teachers, administrators, and other school staff research-based professional development that is designed to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

~~To ensure that the District is using sound methods that effectively serve the needs of English learners, the Superintendent or designee shall annually examine program results, including reports of the students' academic achievement and their progress towards proficiency in English, and the progress of students who have been reclassified as fluent English proficient. The Superintendent shall ensure~~

~~that schools compile data on programs for English learners in order to help determine program effectiveness. The Superintendent or designee shall annually report these findings to the Fullerton School District Board of Trustees and shall also provide the Board of Trustees with regular reports from District or schoolwide English Learner Advisory Committees.~~

Identification and Assessment

The Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law.

Type of Instruction **Placement of English Learners**

Students who are English learners shall be educated through “structured English immersion” **(also known as "sheltered English immersion")**, as defined in law and the accompanying administrative regulation, during a transition period not normally to exceed one year. “Nearly all” of the classroom instruction in the District’s structured English immersion program shall be in English, ~~the structured English immersion program, classroom instruction shall be in English~~ but with curriculum and presentation designed for students who are learning the language.

~~“Nearly all” is defined as to provide clarification, explanation, and support, as needed, and may be in a student’s primary language as available. (Education Code 305, 306)~~ **for the purpose of determining the amount of instruction to be conducted in English, means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.**

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, **any District assessments**, and by using other criteria developed by the District as outlined in the District Master Plan for English Learners, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English.

An English learner has acquired a “reasonable level of English proficiency” when he/she has achieved the following:

1. **Scores of Early Advanced or Advanced overall level and in all subtests of English proficiency on the as measured by any of the state-designated assessments approved by the California Department of Education.**
2. ~~District English language arts multiple measure assessment scores in the “Proficient” or higher.~~ **Teacher Evaluation of Curriculum Mastery on Classroom academic performance, which approximates that of a native English speaker.**

3. ~~California Standard Test (CST) scores in the mid-Basic range or higher. Score of mid “Standard Nearly Met” (varies by grade level) on CAASPP State Assessment Results - English Language Arts.~~
4. **District Rubric score of 3 or higher on District writing Benchmark.**

The principal of each school shall be responsible for the enforcement of this policy at the site level.

Upon the request of his/her parent/guardian, a student shall be placed in an English mainstream classroom. (5 CCR 11301)

Parental Exception Waivers

At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English mainstream program.

When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law.

Each waiver request shall be considered on its individual merits with deference given to the parent/guardian's preference for student placement.

A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development.

~~Parent/guardian requests for waivers from Education Code 305 regarding placement in a structured English immersion program shall be granted in accordance with law and administrative regulations.~~

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board of Trustees. The Board of Trustees may consider the matter at its next regular Board meeting. The Board of Trustees may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board of Trustees hears the appeal, the Superintendent shall send the Board of Trustees' decision to the parent/guardian within seven working days.

Program Evaluation

To evaluate the effectiveness of the District's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. **Progress of English learners towards proficiency in English.**
2. **The number and percentage of English learners reclassified as fluent English proficient.**
3. **The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1.**
4. **The achievement of English learners on standards-based tests in core curricular areas.**

5. **Progress toward any other goals for English learners identified in the District's LCAP.**
6. **A comparison of current data with data from at least the previous year.**

The Superintendent or designee also shall provide the Board with regular reports from any District or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 English language education
 430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
~~33308.5 CDE guidelines not binding~~
42238.02-42238.03 Local control funding formula
~~44253.1 44253.11 Qualifications for teaching English learners~~
44253.5-44253.10 Certification for bilingual-cross-cultural competence
 48985 Notices to parents in language other than English
 51101 Rights of parents to information
~~51101.1 Rights for parents of English learners~~
52052 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
 52130-52135 Impacted Languages Act of 1984
 52160-52178 Bilingual Bicultural Act

~~52180-52186 Bilingual teacher training assistance program~~
60200.7 Suspension of state instructional materials adoptions
60605.87 Supplemental instructional materials, English language development
60640 California Assessment of Student Performance and Progress
 60810-60812 Assessment of language development
~~62001-62005.5 Evaluation and sunseting of programs~~
 62005.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

853.5-853.7 Test administration; universal tools, designated supports, and accommodations
~~4320 Determination of funding to support program to overcome the linguistic difficulties of English learners~~
 11300-11316 English learner education
 11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1701-1705 Equal Educational Opportunities Act
 6312 Local education agency plans
 6801-6871 Title III, Language instruction for limited English proficient and immigrant students
7012 Parental notification

COURT DECISIONS

Valeria G. v. Wilson, (2002) 307 F.3d 1036
 California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698
~~Gastaneda v. Pickard, (5th Cir. 1981) 648 F.2d 989~~

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Guidelines for Reclassification of English Learners, September 2002~~

~~Accommodations for the California English Language Development Test, Revised 8/13/01~~

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

California English Language Development Test (CELDT): 2013-14 CELDT Information Guide, 2013

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

California Department of Education: <http://www.cde.ca.gov/sp/el>

U.S. Department of Education: <http://www.ed.gov>

(11/02 11/12) 4/15

DISCUSSION/ACTION ITEM

DATE: November 15, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark Douglas, Interim Assistant Superintendent, Personnel Services
PREPARED BY: Kathryn Ikola, Coordinator, Child Welfare and Attendance
SUBJECT: APPROVE REVISED BOARD POLICIES

Background: The following board policies were presented to the Board of Trustees for the first reading at the October 18, 2016 Board Meeting:

Revised:

Community Relations
BP 1312.3 Uniform Complaint Procedures

Personnel
BP 4030 Nondiscrimination in Employment
BP 4119.11, 4219.11, 4319.11 Sexual Harassment

Students
BP 5131 Conduct
BP 5131.2 Anti-Bullying
BP 5145.3 Nondiscrimination/Harassment
BP 5145.7 Sexual Harassment
BP 5145.9 Hate-Motivated Behavior

Input was received and this discussion/action item serves as the second reading and approval for these revised board policies.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve revised board policies.

MD:KI
Attachments

Fullerton School District

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

Board Adopted: August 19, 2009

Board Revised: November 14, 2012, May 21, 2013, September 9, 2014, May 10, 2016

The Board of Trustees recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures (UCP).

The District's UCP shall be used to investigate and resolve the following complaints:

1. Allegations of noncompliance with requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs **and any other District-implemented program which is listed in Education Code 64000(a) (5 CCR 4610).**
2. Allegations of unlawful discrimination, harassment, intimidation, or bullying in District programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, **pregnancy**, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. **(5 CCR 4610)**
3. Any complaints alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student. **(Education Code 222)**
4. Uniform complaint procedures shall also be used to address any complaint alleging the District's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. **(5 CCR 4610)**
5. In addition, pursuant to Education Code section 52075, individuals may file a complaint under the District's Uniform Complaint Procedure alleging that the school district has not complied with the LCAP requirements in the Education Code. The complaint may be filed anonymously if the complainant is not satisfied with the decision of the school district, the individual may appeal the decision to the State Superintendent of Public Instruction. The State Superintendent of Public Instruction is required to issue a decision on the appeal within 60 days of the Superintendent of Public Instruction's receipt of the appeal.
6. Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements. **(Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)**

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements. **(Education Code 51225.1, 51225.2)**
- 8. Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)**
9. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school. **(Education Code 51210, 51223)**
10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.
- 11. Any other complaint as specified in a District policy.**

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with State and federal laws and regulations.

~~If the District finds merit in the complaint or the Superintendent of Public Instruction finds merit in an appeal, the school district will provide a remedy to all affected pupils, parents, and guardians.~~

~~The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.~~

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with the uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.~~

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed. The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state laws and District policy.

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

Non-UCP Complaints

The following complaints shall not be subject to the District's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

~~The District's Williams uniform complaint procedures shall be used to investigate and resolve any complaint related to the following:~~

- ~~1. Sufficiency of textbooks or instructional materials~~
- ~~2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff~~
- ~~3. Teacher vacancies and misassignments~~

~~The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:~~

- ~~1. Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.~~
- ~~2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.~~
- ~~3. Employment discrimination complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).~~
- ~~4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).~~

~~The Responsibilities of Fullerton School District~~

~~The Fullerton School District has the primary responsibility to insure compliance with applicable State and federal laws and regulations. The District shall investigate complaints alleging failure to comply with applicable State and federal laws and regulations and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.~~

~~The District UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. The person responsible for receiving and investigating complaints and ensuring our compliance with State and federal laws and regulations is:~~

Name or title: Assistant Superintendent, Personnel Services
Address: 1401 W. Valencia Drive, Fullerton, CA 92833
Phone Number: (714) 447-7450

~~The District ensures that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.~~

~~The District shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.~~

~~The UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under State or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. The UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.~~

~~A copy of the UCP complaint policies and procedures document shall be available free of charge.~~

Filing a Complaint with the Fullerton School District

~~Except for Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with the District Superintendent or his or her designee alleging a matter which, if true, would constitute a violation by the District of federal or State law or regulation governing a program.~~

~~An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying shall be initiated by filing a complaint no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, and bullying. The time for filing may be extended in writing by the District Superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by the Superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six-month time period. The Superintendent shall respond immediately upon a receipt of a request for extension.~~

~~The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any~~

~~specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.~~

~~An investigation of a discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.~~

~~Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, the District shall conduct and complete an investigation of the complaint in accordance with this policy and prepare a written decision; also known as a final report. This time period may be extended by written agreement of the complainant.~~

~~The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with State and federal laws and/or regulations.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.~~

~~Refusal by Fullerton School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

~~The District shall issue a decision based on the evidence. The decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the District. The decision shall contain:~~

- ~~(i) the findings of fact based on the evidence gathered,~~
- ~~(ii) conclusion of law,~~
- ~~(iii) disposition of the complaint,~~
- ~~(iv) the rationale for such disposition,~~
- ~~(v) corrective actions, if any are warranted,~~
- ~~(vi) notice of the complainant's right to appeal the District's decision to the CDE, and~~
- ~~(vii) procedures to be followed for initiating an appeal to the CDE.~~

~~Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures

48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

CSBA Revision
(7/15 3/16) 9/16

Fullerton School District

Board Policy

Nondiscrimination in Employment

BP 4030

Personnel

Board Adopted: November 29, 2005

Board Revised: December 10, 2013, September 8, 2015

The Board of Trustees desires to provide District employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits District employees from discriminating against or harassing any other District employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the District's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the District shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any District employee or job applicant who opposes any discriminatory employment practice by the District or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the District's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated District coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The District shall protect any employee who does report such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the District's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the District's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the District's employment practices and, as necessary, shall take action to ensure District compliance with the nondiscrimination laws.

Any District employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

~~The Board of Trustees prohibits unlawful discrimination against and/or harassment of District employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation at any District site and/or activity. The Board of Trustees also prohibits retaliation against any District employee or job applicant who complains, testifies or in any way participates in the District's complaint procedures instituted pursuant to this policy.~~

~~Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.~~

~~The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)~~

~~Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.~~

~~The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the District's complaint procedures instituted pursuant to this policy.~~

~~Any District employee who engages or participates in unlawful discrimination, or who aids, abets, incites, compels or coerces another to discriminate, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.~~

~~Any District employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the Principal, District administrator or Superintendent as soon as practical after the incident. Failure of a District employee to report discrimination or harassment may result in disciplinary action.~~

~~The Superintendent shall regularly publicize, within the District, the District's nondiscrimination policy and the availability of complaint procedures.~~

~~The District's policy and administrative regulation shall be posted in all schools and offices including staff lounges.~~

~~The Board of Trustees designates the following position(s) as Coordinator(s) for Nondiscrimination in Employment:~~

~~_____ Assistant Superintendent, Personnel Services
_____ Fullerton School District
_____ 1401 W. Valencia Drive
Fullerton, California 92833
(714) 447-7400~~

~~Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of District policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the District's procedures for filing, investigating, and resolving any such complaint.~~

~~Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031—Complaints Concerning Discrimination in Employment.~~

Other Remedies

~~An employee may, in addition to filing a discrimination complaint with the District, file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:~~

- ~~1. _____ To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s).~~
- ~~2. _____ To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s). To file a valid complaint with EEOC after filing a complaint with DFEH, the employee must file the complaint within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier.~~

~~Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.~~

~~Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Coordinator or Superintendent.~~

~~as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.~~

Training and Notifications

~~The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the District's policies and regulations regarding discrimination.~~

~~The Superintendent or designee shall regularly publicize, within the District and in the community, the District's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)~~

~~The District's policy shall be posted in all District schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11019 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

Fullerton School District BP4030

Page 4 of 5

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age discrimination in federally assisted programs
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment, December 2014

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Questions and Answers: Religious Discrimination in the Workplace, 2008
New Compliance Manual Section 15: Race and Color Discrimination, April 2006
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

CSBA Revisions
(11/12 12/15) 5/16

Fullerton School District

Board Policy

Sexual Harassment

BP 4119.11, 4219.11, 4319.11

Personnel

Board Adopted: November 29, 2005

Board Revised: November 16, 2010

The Board of Trustees prohibits sexual harassment of Fullerton School District employees and job applicants. The Board of Trustees also prohibits retaliatory behavior or action against District employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

1. Providing training to all staff every two years regarding the District's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the District's complaint procedures in order to avoid harm.
2. Publicizing and disseminating the District's sexual harassment policy to staff.
3. Ensuring prompt, thorough and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial actions after completion of investigation. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

Any District employee or job applicant who feels that he/she has been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately contact his/her supervisor, Principal, District administrator or Superintendent to obtain procedures for filing a complaint. Complaints of sexual harassment shall be filed in accordance with Policy 4031 – Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

A supervisor, Principal or other District administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 – Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action.

Any District employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment against a District employee, job applicant or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

7288.0 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

CSBA Revisions

(3/04 7/05) 12/15

Fullerton School District

Board Policy

Conduct

BP 5131

Students

Board Adopted: June 10, 2005

Board Revised:

The Board of Trustees believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds, school activities, and on the way to and from school and school activities, or using District transportation, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interferes with the school program.

The Superintendent or designee shall **ensure that each school** develops standards of conduct and discipline consistent with District **Board** policies and administrative regulations. **Students and parents/guardians shall be notified of District and school rules related to conduct.**

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous and respectful towards their teachers, other staff, students and volunteers.

Prohibited student conduct includes, but is not limited to:

1. **Conduct Behavior** that endangers staff, ~~and/or~~ students, **or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats**
2. **Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption**
3. **Conduct Behavior** that disrupts the orderly classroom or school environment
4. **Willful defiance of staff's authority** ~~Harassment of students or staff, including bullying, intimidation, hazing, or any other verbal, written, or physical conduct that causes or threatens to cause bodily harm or emotional suffering~~
5. Damage to or theft of property belonging to the District, staff, students, or volunteers/visitors. **The District shall not be responsible for student's personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged**
6. **Obscene acts or use of profane, vulgar, or abusive language** ~~Use of cell phones and other electronic signaling devices except in accordance with Board Policies, Administrative Regulations, and school rules. Electronic signaling devices may include, but not limited to, pagers, beepers, PDAs, and cellular/digital telephones~~
7. **Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs**
8. Possession or use of laser pointers, unless used for valid instructional or other school-related purpose, including equipment. **(Penal Code 417.27)** Prior to bringing in a laser pointer on school premises or to a school function, student shall first obtain permission in writing from the Superintendent or designee. The Superintendent or designee shall determine whether the requested use of the laser pointer is for valid instructional or other school-related purpose.
9. **Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time. Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other District employee, and at any other time directed by a District employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person. No student shall be prohibited from**

possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5) Profane, vulgar, or abusive language

10. Plagiarism or dishonesty in schoolwork or on tests
11. Inappropriate dress
12. Tardiness and unexcused absence from school
13. Failure to remain on school premises in accordance with school rules

~~Students and parents/guardians shall be notified of District and school rules related to conduct and receive regular instruction regarding these rules. In addition, parents/guardians and students may be provided information about early warning signs of harassing, intimidating behaviors as well as prevention and intervention strategies.~~

Enforcement of Standards

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of a violation of the standards **or receive a report of a violation**, to immediately intervene or call for assistance. If an employee believes the matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 – Search and Seizure.

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a District employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time.

Students who violate District or school rules and regulations may be subject to discipline, including but not limited to, suspension, expulsion, or transfer to alternative programs, **referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges** in accordance with Board policy and administrative regulation. In addition, when the conduct involved intimidation, harassment, or other endangerment of a student or employee, the Superintendent or designee shall provide appropriate assistance as necessary for the victim and the offender or make appropriate referrals for such assistance. **The Superintendent or designee shall also notify local law enforcement as appropriate.**

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or District property, or substantially disrupts school activities.

Legal Reference:

EDUCATION CODE

- 200-262.4 Prohibition of discrimination
- 32280-32289 Comprehensive safety plan
- 35181 Governing board authority to set policy on responsibilities of students
- 35291-35291.5 Rules
- 44807 Duty concerning conduct of students
- 48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2001

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEBSITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Center Safe and Responsible Internet Use: <http://cyberbullying.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(11/08 3/10) 3/12

Fullerton School District

Board Policy

Anti-Bullying

BP 5131.2

Students

Board Adopted: June 19, 2012

Board Revised:

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, **retaliate**, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the **creation or** transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage or victimize that person's reputation.

Strategies for bullying prevention and intervention in **District schools** shall be developed with involvement of key stakeholders, **including students, parents/guardians, and staff**, in accordance with law, Board policy, and administrative regulation ~~governing the development of comprehensive safety plans and shall be incorporated into such plans~~ **and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable District and school plans.**

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

Bullying Prevention

To the extent possible, District and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and **implementing** strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for ~~perpetrators of~~ **engaging in** bullying.

The District may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and or cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

~~As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.~~

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal a compliance officer, or any other available school employee. Once such a report is received, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall report his/her observation to the principal or District compliance officer, whether or not the alleged victim files a complaint. When a report has been filed with a principal, the principal shall notify the District compliance officer identified in AR 1312.3-Uniform Complaint Procedures.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints ~~Complaints and Investigation~~

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3,

If, during the investigation, it is determined that a complaint is about nondiscriminatory, resolved in accordance with law and the District's uniform complainant and shall take all necessary actions to resolve the complaint.

~~Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site level grievance procedures specified in AR 5145.7 Sexual Harassment.~~

~~When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~

~~When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.~~

~~If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.~~

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47
254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on basis of age

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children; Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Common Sense Media: <http://www.commonensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(4/13 10/14) 7/15

**Fullerton School District
Board Policy
Nondiscrimination/Harassment**

BP 5145.3

Students

Approved: June 10, 2005

Revised: July 24, 2012

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any District school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a District school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the District's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory

harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the District to monitor, address, and prevent repetitive prohibited behavior in District schools.

~~District programs and activities shall be free from discrimination, including harassment with respect to the actual or perceived ethnic group identification, religion, gender, gender identity, gender expression, sex, marital status, parental status, color, race, ancestry, national origin, and physical or mental disability, age, physical attributes or sexual orientation; the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~The Board of Trustees shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance, and supervision.~~

~~The schools shall provide male and female students with separate sex education classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

~~The Board prohibits unlawful discrimination, intimidation, harassment or bullying of any student by any employee, student or other person in the District. Staff shall be alert and immediately responsive to student conduct, which may interfere with another student's ability to participate in or benefit from school services, activities or privileges. In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)~~

~~Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.~~

~~The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.~~

~~The Superintendent or designee shall provide age appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including but not limited to, the District's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.~~

~~In providing instruction, guidance, supervision, or other services to District students, employees and volunteers shall carefully guard against segregating or stereotyping students.~~

~~The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.~~

~~Students who harass, intimidate, or bully other students shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. An employee who permits or engages in harassment, intimidation, or bullying may be subject to disciplinary action, up to and including dismissal.~~

~~The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the District's nondiscrimination policies:~~

~~Assistant Superintendent, Personnel Services
1401 W. Valencia Drive
Fullerton, CA 92833
714-447-7450~~

~~Any student who feels that he/she is being harassed, intimidated, or bullied should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site level grievance procedures specified in AR 5145.7—Sexual Harassment.~~

~~Within 30 days of receiving the District's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.~~

~~The Superintendent or designee shall ensure that the student handbook clearly describes the District's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The District's policy shall also be posted on the District web site or any other location that is easily accessible to students.~~

~~When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination of basis of sex

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Fullerton School District BP 5145.3

Page 4 of 5

Dear Colleague Letter: Harassment and Bullying, 2010
Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CSBA Revisions
(2/14 10/14) 9/16

Fullerton School District

Board Policy

Sexual Harassment

BP 5145.7

Students

Board Adopted: June 10, 2005

Board Revised:

The Board of Trustees is committed to maintaining a **safe school** ~~an educational~~ environment that is free from harassment **and discrimination**. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against **any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.** ~~persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.~~

The District strongly encourages any student who feel that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or District compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

Complaints regarding sexual harassment shall be investigated and resolved in accordance with law and District procedures specified in AR 1312.3-Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

The Superintendent or designee shall take appropriate actions to reinforce the District's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all District students receive age-appropriate ~~instruction and~~ information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender **sex and could involve sexual violence**
2. A clear message that students do not have to endure sexual harassment **under any circumstance**
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. **A clear message that student safety is the District's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved**
5. **A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the**

- harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students**
6. Information about the **District's procedure for investigating complaints and the person(s)** to whom a report of sexual harassment should be made
 7. **Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable including the right to file a civil or criminal complaint while the District investigation of a sexual harassment complain continues**
 8. **A clear message, that, when needed, the District will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment**

Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and District procedures specified in AR 1312.3 – Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of that procedure.

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

~~Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the Superintendent or designee.~~

~~Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the Superintendent or designee, whether or not the victim files a complaint.~~

~~In any case of sexual harassment involving the Superintendent or any other District employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the Superintendent or designee's immediate supervisor.~~

~~The Superintendent or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. It is most appropriate that the investigation be conducted by a person of the same sex as the alleged victim. Where the Superintendent or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The Superintendent or designee shall also advise the victim of any other remedies that may be available. The Superintendent or designee shall file a report and refer the matter to law enforcement authorities, where required.~~

Disciplinary Measures

~~Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 8, the disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.~~

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the District to monitor, address and prevent repetitive harassing behavior in its schools.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education program

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title IV, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CSBA Revisions

(3/12 10/14) 9/16

Fullerton School District

Board Policy

Hate-Motivated Behavior

BP 5145.9

Students

Board Adopted: June 10, 2005

Board Revised:

The Board of Trustees affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade an individual on the basis of his/her **actual or perceived** race, ethnicity, culture, heritage, gender, **sex**, sexual orientation, physical/mental abilities, religious beliefs or practices shall not be tolerated.

The Superintendent or designee shall collaborate with regional programs and community organizations that promote safe environments for youth. These efforts shall be focused on providing an efficient use of District and community resources.

The District shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multi-cultural society and to provide strategies to manage conflicts constructively.

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

Grievance Procedures

Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the **Coordinator for Nondiscrimination/Principal** Superintendent or designee. **Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 – Sexual Harassment. A student who has been found to have determined hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.** ~~If the student believes that the situation has not been remedied by the Superintendent or designee, he/she may file a complaint in accordance with District complaint procedures.~~

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the **Coordinator/Principal**, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

As necessary, the District shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

~~The District shall provide age-appropriate instruction to help promote understanding of and respect for human rights.~~

~~At the beginning of each school year, students and staff receive a copy of the District's policy on hate-motivated behavior.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 School safety plans
48900.3 Suspension for hate violence
48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
California Student Safety and Violence Prevention – Laws and Regulations, April 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION
OF ATTORNEY'S GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

WEB SITES

CSBA: <http://www.csba.org>

California Association of Human Relations Organizations: <http://www.cahro.org>

California Department of Education: <http://www.cde.ca.gov>

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/crs>

CSBA Revisions

(6/99) 7/09

DISCUSSION/ACTION ITEM

DATE: November 15, 2016
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students in the 21st Century. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board of Trustees reviewed the Board Annual Goals at the October 18, 2016 Board Meeting.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs
Attachment



FULLERTON
SCHOOL
DISTRICT

Great Schools
Successful Kids

Fullerton School District Board of Trustees Annual Goals

1a. To maximize high levels of student achievement and high quality education for all students by implementing and monitoring research-based instructional models, educational technology, arts education, and California State Standards as measured by API scores.

1b. To maximize high levels of student engagement by utilizing research-based instructional strategies such as educational technology.

2. To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract and retain superior employees, while eliminating structural deficit spending in the Unrestricted General Fund.

3. To improve communication with community and staff as measured by survey data. **To improve parent engagement through communication.**

4. To increase District accountability for administrators, teachers and classified staff by creating systems that enhance student achievement, customer service, and communication as measured by improvements in State and District test scores and customer service ratings.

5. To improve the quality of the junior high education experience by increasing interest in attending our three junior high schools and improving student engagement (with special programs such as STEM and Educational Technology), as measured by student surveys, parent surveys and school of choice requests.

6. To ensure appropriate attention is placed on emergency preparedness activities to safeguard our students, staff and campus visitors. Emergency preparedness includes identifying and assessing risks, mitigation activities to prevent/lessen the chance of risks, planning for emergency events, and response/recovery.

Future Goals:

7. To **remain open to examining** ~~explore~~ ~~increasing~~ the number of educational choices for Fullerton parents by exploring Specialty programs (e.g. STEM, Dual Immersion).

8. To explore new educational delivery systems that increase efficiencies and opportunities for student differentiation (e.g. distance learning).