

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, April 17, 2018
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Beverly Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:33 p.m. and she led the pledge of allegiance to the flag.

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

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

Public Comments:
No Comments.

Recess to Closed Session – Agenda

At 5:34 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:03 p.m. and Mikayla Sooter, Ami Chung, Jinah Kang, Jada Kiloh and Cesar Rubio III (Fern Drive Elementary Student Council) led the pledge of allegiance. There was no report from Closed Session.

Introductions/Recognitions:

Diana Guadalupe (Richman School Student) was recognized for her improved attendance through Fullerton School District's School Attendance Review Board.

Dr. Emy Flores (Assistant Superintendent of Educational Services) and Brenden Ledden (Assistant Principal at Nicolas JHS) recognized and applauded the Nicolas JHS Speech and Debate Team comprised of Donny Cannady, Jason Romay, Delilah Gomez, Edgar Alaniz, Nevaeha Cabrera, Victor Corrales, Haley Campos, Katherine Perez, and Crystal Saucedo. Mr. Mucio Vidales (Speech and Debate teacher) was also present at the Board Meeting.

Dr. Julie Brandon (Principal at Fern Drive Elementary) presented an overview of Fern Drive School's many programs and activities. Student Council Students assisted Dr. Brandon with the presentation.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients from Fern Drive Elementary: Jimmy Delva (Teacher), Carlos Mota (Instructional Assistant), Travis Cleveland (Instructional Assistant), Krystin DuCharme (Instructional Assistant), and James Hammill (Instructional Assistant). This special educational team honored is instrumental in providing top-notch instructional and care to special educational students at Fern Drive Elementary.

Dr. Alison DeMark (Program Coordinator for GATE) recognized Vivien Moreno for the California Association Distinguished Service Award (Orange Region).

Darlene Naslund (Teacher at Commonwealth School) and Anita Lomeli (Principal at Commonwealth School) thanked and recognized Kathleen Dasney, Janine Jacobs, and Judy Booth from the Fullerton Public Library for their service to Fullerton students.

Dr. Chad Hammitt (Assistant Superintendent of Personnel Services) recognized Tizoc Castillo (Instructional Assistant at Valencia Park Elementary) for being named a California School Employee of the Year Finalist. Rod Lusch (Personnel Commissioner) attended the Board Meeting to honor Mr. Castillo.

Julie Graham (Principal at Beechwood School), recognized Alison Garcia with the Above and Beyond Award. Mrs. Garcia is a Response to Intervention (RtI) teacher and she has gone above and beyond to provide a partnership between two FSD schools (Beechwood School and Hermosa Drive Elementary) and the Anaheim Ducks.

Superintendent's Report

Dr. Bob Pletka congratulated Acacia and Robert C. Fidler Schools for being named 2017 California Distinguished Schools. He gave a shout out to the Cyber Security team from Ladera Vista JHS of the Arts who went to Baltimore to the National Championship for Cyber Patriot. They came in 3rd of over 5000 teams nationwide and placed second in California. The Beechwood School Cyber Security Team at Beechwood School competed this season but did not attend the National Competition.

Information from the Board of Trustees

Trustee Sugarman- She reported Fullerton School District was named for a second year in a row as a Digital School Districts Survey 2017-2018 Winner. She reminded everyone that Robot Nation is on May 18 and 19, 2018. The free flight drone competition will be held on May 18.

Trustee Vazquez- She showed a video produced by students from Robert C. Fidler School that was submitted for the FSD Film Festival.

Trustee Thompson – He reported the importance of maintaining a separation between tax-payers and political messaging. Mr. Thompson commented that as a District, there should be more consideration about political messages and the ability to separate non-school related messages.

Trustee Meyer- She attended the CUE Conference and had an opportunity to visit all the presenters from FSD. She commented FSD has a great reputation at CUE. She commended Dr. Emy Flores and Pam Chow (Program Liaison) for a successful Writers Guild Event.

President Berryman- She thanked Principals for opening their doors through school tours, student performances and open houses. President Berryman commended all staff for making learning very engaging and it is evident that students are eager to share what they are learning. She attended the "Knowledge Saves Lives" training and thanked Executive Cabinet for recruiting the right kind of training to bring to the District. She was very impressed with the training. She shared her sentiments of gratitude for Ron Bennett (School Services) who recently passed away. She also remembered the impact of former first lady Barbara Bush who also recently passed away. She stated both Mr. Bennett and Mrs. Bush were great advocates for children and education.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –Kristin Montoya- She stated how proud she is to work with FSD staff. The PAL partnership is to be commended and she is thankful for the partnership between staff and management. Mrs. Montoya thanked Trustee Vazquez for attending FETA Rep Council.

CSEA – Marleen Acosta- She extended the invitation to the Board and Cabinet to the CSEA Banquet being held on May 19, 2018. Ms. Acosta thanked the District for offering the "Knowledge Saves Lives" trainings in April and was very pleased with the diverse group of staff who attended the training.

FESMA –no report

Public Comments:

No comments.

Approve Minutes

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve minutes of the Regular meeting on March 6, 2018.

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

Consent Items

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

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered L22B0003, L22C0082 through L22C0093, L22D0413 through L22D0521, L22M0182 through L22M0228, L22R1472 through L22R1734, L22S0006 through L22S0008, L22T0013 through L22T0021, L22V0190 through L22V0221, L22X0365 through L22X0384, and L22Y0063 through L22Y0065 for the 2017/2018 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 200628 through 200759 for the 2017/2018 school year.
- 1e. Approve/Ratify Nutrition Services purchase orders numbered 200628 through 200759 for the 2017/2018 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 12639 through 12701 for the 2017/2018 school year
- 1g. Approve 2018-20121 District and County Plan for providing educational services to all expelled students.
- 1h. Approve/Ratify Classified Personnel Report.
- 1i. Approve out-of-state conference for Aaron Storey from Innovation & Instructional Support to attend the MacAdmins Conference in Penn State, Pennsylvania from July 10 – 13, 2018.
- 1j. Approve out-of-state conference for Sam Ricchio from Innovation & Instructional Support to attend the DEF CON Conference in Las Vegas, Nevada from August 9 - 12, 2018.
- 1k. Award contract FSD-17-18-AH-01 to JAM Fire Protection, Inc., for Districtwide wiring phase II.
- 1l. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2018 – March 31, 2018).
- 1m. Approve out-of-state conference attendance for Maple staff to attend the Teaching of Reading Institute at Teachers College, Columbia University, New York, August 6-10, 2018.
- 1n. Adopt Resolutions numbered 17/18-B027 through 17/18-B930 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1o. Approve/Ratify warrant number 1116 for the 2017/2018 school year (District 40, Van Daele).
- 1p. Approve/Ratify warrants numbered 1189 through 1192 for the 2017/2018 school year (District 48, Amerige Heights).
- 1q. Approve out-of-state conference attendance for Robert R. Coghlan, Ph.D., to attend the League of Innovative Schools Spring 2018 Meeting in Charlotte, North Carolina, April 25-27, 2018.
- 1r. Award contract to KYA Services pursuant to the State of California Multiple Award Schedules (CMAS), contract number 4-18-78-0089A, for the purchase of sports surfaces.
- 1s. Award contract for Pacific Drive Elementary School exterior and partial interior paint project, FSD-17-18-GF-01, to Astro Painting Co., Inc.
- 1t. Award contract for Valencia Park Elementary School interior and exterior paint project, FSD-17-18-GF-02, to Astro Painting Co., Inc.

1u. Approve/Ratify agreement with Hohbach-Lewin, Inc., for structural and civil engineering services necessary at Maple Elementary School.

1v. Approve agreement with Hohbach-Lewin, Inc., for structural and civil engineering services necessary for covered walkway structural distress relief at Richman and Woodcrest Elementary Schools.

1w. Approve agreement with Ink Three Seven Eight for various DSA project certification services.

1x. Approve agreement with WTI, A Subsidiary of Tremco Inc., for walkway roof repair services necessary at Richman Elementary.

1y. Approve agreement with WTI, A Subsidiary of Tremco Inc., for walkway roof repairs as necessary at Woodcrest Elementary School.

1z. Approve Notice of Completion for Progressive Surface Solutions for installation of synthetic turf and acrylic coated sand at the Fullerton School District courtyard.

1aa. Approve Notice of Completion for Progressive Surface Solutions for installation of new Tandus Centiva Plank LVT flooring at the Fullerton School District staff lounge.

1bb. Approve Notice of Completion for Progressive Surface Solutions for carpeting upgrades and replacement and repair of synthetic turf and landscape application to areas A/B at Raymond Elementary School.

1cc. Approve Contract FSD-17-18-GF-06 for the purchase of two 24 x 40 modular classrooms to be placed at Ladera Vista Junior High School to Elite Modular Leasing & Sales, Inc. per district approved Piggyback Bid for Savanna School District Bid/Project SSPU, #40-09/2016-17.

1dd. Approve contract FSD-17-18-MF-02 to American Modular Systems per District approved piggyback bid for Santa Rita Union School District Bid No. 2015016-1a for the purchase of one 48 x 40 relocatable modular building to be placed on the Transportation Department grounds.

1ee. Approve/Ratify 2017/2018 Nonpublic Agency Agreement between Fullerton School District and ACES, dba Comprehensive Educational Services, Inc., effective March 1, 2018 through June 30, 2018.

1ff. Approve/Ratify Independent Contractor Agreement between Fullerton School District and The Great Books Foundation to provide a one-day blended teacher training on April 17, 19, 20, & 24, 2018.

1gg. Approve staff members from Ladera Vista Junior High School of the Arts, Dr. Robert Pletka, and Beverly Berryman to attend the National Schools to Watch Conference in Washington, DC, from June 27-30, 2018.

1hh. Approve out-of-state participation for Emy Flores, Ed.D., to attend the Center For Digital Education (CDE) National Chief Academic Officers Meeting in Chicago, Illinois, April 19-20, 2018.

1ii. Approve Contract FSD-17-18-GF-10 for the purchase of two 24 x 40 modular classrooms to be placed at Golden Hill Elementary School to Elite Modular Leasing & Sales, Inc. per district approved Piggyback Bid for Savanna School District Bid/Project SSPU, #40-09/2016-17..

1jj. Approve out-of-state conference attendance for Emily McDougall (Cotsen Mentor), Kathryn Cherry (Cotsen Fellow), Lorraine Gire (Cotsen Fellow) and Michelle Ritz (Cotsen Fellow) to attend the Teachers College Reading and Writing Project at Columbia University in New York on June 25-29, 2018.

Discussion Item:

Review future direction related to student protests particularly student walkouts

Cathie L. Fields, Partner, from Atkinson, Andelson Loya, Ruud and Romo Law Firm presented on Student Speech and Safety: Rights and Limitations.

Discussion/Action Items:

2a. Adopt Resolution #17/18-19 proclaiming May 6-12, 2018 as Teacher Appreciation Week in the Fullerton School District.

Dr. Pletka thanked teachers for going above and beyond. President Berryman stated her previous nay vote (as it relates to honoring individuals through a Resolution) was her opinion that it is not good practice to honor individuals outside of our local jurisdiction and does not reflect the importance of one individual in history. It was then moved by Janny Meyer, seconded by Hilda Sugarman and carried 5-0 to Adopt Revised Resolution #17/18-19 proclaiming May 6-12, 2018 as Teacher Appreciation Week in the Fullerton School District *(Revised Resolution adding: WHEREAS, the Fullerton community appreciates the extra efforts of Fullerton teachers who have been recognized for their excellence.*

2b. Adopt Resolution #17/18-20 proclaiming May 20 – 26, 2018, as “Classified School Employee Week” in the Fullerton School District.

Dr. Pletka thanked Classified Staff for their dedicated service. It was then moved by Janny Meyer, seconded by Hilda Sugarman and carried 5-0 to Adopt Resolution #17/18-20 proclaiming May 20 – 26, 2018, as “Classified School Employee Week” in the Fullerton School District.

2c. Approve Memorandum of Understanding between California School Employees Association (CSEA), Chapter 130 and the Fullerton School District.

It was moved by Janny Meyer, seconded by Hilda Sugarman and carried 5-0 to Approve Memorandum of Understanding between California School Employees Association (CSEA), Chapter 130 and the Fullerton School District.

2d. Approve final implementation, according to District Resolution #17/18-17 adopted on January 16, 2018, of the PARS Supplementary Retirement Plan.

It was moved by Chris Thompson, seconded by Jeanette Vazquez, and carried 5-0 to Approve final implementation, according to District Resolution #17/18-17 adopted on January 16, 2018, of the PARS Supplementary Retirement Plan.

2e. This Agenda Item is being presented to the Board at the request of the Fullerton Police Department.

Dr. Chad Hammitt shared the Fullerton Police Department (FPD) has proposed for FSD to help pay for a school resource officer to help support FSD. The Board held discussion on this topic and Trustee Thompson stated taxpayer money supports FPD responding to FSD crisis needs. Dr. Pletka expressed his appreciation towards Chief David Hendricks, Sergeant John Radus, and the FPD for their continuous support of the District. Dr. Pletka reported the partnership between the District and the FPD is very valued and appreciated. Trustee Thompson made a motion to not accept the proposal to hire an FSD school resource officer and Trustee Sugarman seconded the motion. The Board directed FSD to notify FPD of their decision to not move forward with this proposal and no further action was taken.

Administrative Reports:

3a. First Reading of New Board Policies

New:

Personnel

BP 4136 – NonSchool Employment

BP 4143, 4243 – Negotiation Consultation

BP 4151, 4251, 4351 – Employee Compensation

This is the first reading of above stated board policies. Any revisions can be directed to Dr. Chad Hammitt. The Board will take action at the May 8, 2018 Board Meeting.

3b. “Sunshine” Fullerton School District’s 2018/2019 proposal to negotiate with Fullerton Elementary Teachers Association.

Dr. Chad Hammitt shared this is the sunshine from FSD to FETA for negotiations.

3c. "Sunshine" Fullerton Elementary Teachers Association's 2018/2019 proposal to negotiate with Fullerton School District.

Dr. Chad Hammitt shared this is the sunshine from FETA to FSD for negotiations.

3d. "Sunshine" Fullerton School District's 2018/2019 proposal to negotiation with California School Employees Association (CSEA), Chapter 130

Dr. Chad Hammitt shared this is the sunshine from FSD to CSEA for negotiations.

3e. "Sunshine" California School Employees Association's (CSEA), Chapter 130, 2018/2019 proposal to negotiate with Fullerton School District

Dr. Chad Hammitt shared this is the sunshine from CSEA to FSD for negotiations.

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

No requests.

Adjournment

President Berryman adjourned the Regular meeting on April 17, 2018, 2018 at 9:03 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, May 8, 2018
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:

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

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

Introductions/Recognitions:

- Railroad Poster Winners
- CABE Essay Winner
- Richman School Report

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting April 17, 2018

Administrative Report:

3a. Local Control Accountability Plan (LCAP) and Annual Update

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 L22C0094 through L22C0098, L22D0522 through L22D0602, L22M0229 through L22M0241, L22R1735 through L22R1832, L22S0009 through L22S0010, L22T0022 through L22T0026, L22V0222 through L22V0235, and L22X0385 through L22X0386 for the 2017/2018 fiscal year

1d. Approve/Ratify Nutrition Services purchase orders numbered 200760 through 200803 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 115388 through 115703 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12702 through 12741 for the 2017/2018 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Adopt Resolutions numbered 17/18-B031 through 17/18-B033 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 Piggyback Bid #104-18 for Newport-Mesa Unified School District for office and school supplies and equipment.

1j. Approve Piggyback Bid #1706 with Garden Grove Unified School District with Veritiv for copy paper for Warehouse stock Approve Piggyback Bid #1706 with Garden Grove Unified School District with Veritiv for copy paper for Warehouse stock.

1k. Approve agreement with Pocock Design Solutions, Inc., for consulting mechanical engineering services necessary for the placement of two 24 x 40 modular classrooms at Golden Hill Elementary School, reference Project FSD-17-18-GF-10.

1l. Approve Notice Of Completion For KYA Services, LLC, For District Bid No.FSD-15-16-GFR-03 for playground safety surfacing materials at Richman Elementary School (Room 31 area).

1m. Approve Notice Of Completion for KYA Services, LLC, for District Bid No. FSD-15-16-GFR-03 to supply synthetic turf materials for Richman Elementary School (K1 area).

1n. Approve Notice of Completion for Progressive Surface Solutions for removal of vinyl-backed carpet with the installation of new carpet square flooring for Fullerton School District's Transportation Office.

1o Approve Notice of Completion for Progressive Surface Solutions for Districtwide contract to remove existing grass surface and install synthetic turf at Richman Elementary School (K1 area).

1p. Approve Notice of Completion for Progressive Surface Solutions for Districtwide contract to remove

existing surface, re-grade existing base, and install new playground safety surfacing at Richman Elementary School (Room 31 play area).

1q. Approve three-year contract between Fullerton School District and Blackboard Inc., for mass notifications, teacher communications, and Blackboard mobile communications app, effective April 24, 2018, through June 30, 2021.

1r. Approve Corporate Partner Agreement between Fullerton School District and University of Redlands effective January 18, 2017 through January 31, 2020.

1s. Approve Affiliation Agreement between Fullerton School District and California State University, Long Beach.

1t. Approve Agreement between Fullerton School District and Winsor Learning Inc., for teacher training on October 15, 2018 and October 30, 2018.

1u. Approve Agreement between Fullerton School District and Premier Healthcare Services, Inc., for Licensed Vocational Nurse support by a private duty Licensed Vocational Nurse effective May 9, 2018 through July 5, 2019.

1v. Approve Agreement between Fullerton School District and Literacy Partners to provide ongoing training for Balanced Literacy at Maple School for the 2018/2019 school year.

1w. Approve/Ratify Addendum to 2017/2018 Agreement between Fullerton School District and Providence Speech and Hearing Center effective July 1, 2017 through June 30, 2018.

1x. Approve Agreement between Fullerton School District and Santa Ana Unified School District for the summer enrichment Speech and Debate Program from July 2 – 27, 2018.

1y. Review Orange County Department of Education's Williams Settlement Legislation Third Quarter Report for 2017/2018.

1z. Approve agreement between Fullerton School District and Facilitron, Inc., for online facilities storefront, effective May 9, 2018, through June 30, 2019.

1aa. Approve Placement Agreement with Brandman University effective July 1 2018, through June 30, 2021.

1bb. Approve out-of-state conference attendance for Richman staff to attend the Teaching of Reading Institute at Teachers College, Columbia University, New York, August 5-11, 2018.

Discussion/Action Items:

2a. Adopt Resolution #17/18-21 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

2b. Approve Declaration of Need for Fully Qualified Educators for the 2018/2019 school year.

2c. Approve new board policies

New:

Personnel

BP 4136 – NonSchool Employment

BP 4143, 4243 – Negotiation Consultation

BP 4151, 4251, 4351 – Employee Compensation

2d. Approve Fullerton School District's 2018/2019 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

2e. Approve Fullerton School District's 2018/2019 proposal to negotiate with Fullerton Elementary Teachers Association (FETA).

Administrative Report:

3b. First Reading of Revised Board Policy:

Revised:
Instruction
BP 6174, Education for English Learners

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

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 5, 2018, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

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

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

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

ADMINISTRATIVE REPORT

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: Local Control Accountability Plan (LCAP) and Annual Update

Background: The Local Control Funding Formula (LCFF) requires school district stakeholders to develop a funding accountability plan called the Local Control and Accountability Plan (LCAP) and Annual Update. The LCAP identifies goals, process indicators (metrics) for all pupils, each state priority and any local priorities, and actions and services to meet the identified goals. The final draft of the LCAP will be presented in a public meeting of the Board of Trustees for a public hearing on June 5, 2018 and subsequent approval on June 19, 2018. The LCAP must be submitted annually to the Orange County Department of Education for approval by July 1, 2018.

Rationale: The preliminary draft of the Fullerton School District (FSD) LCAP and Annual Update will be presented for Board and public review. The LCAP Stakeholders Advisory Committee members shall report on the LCAP required components: 1) FSD Board of Trustee's Annual Goals & State Priorities, 2) Stakeholder Engagement, 3) Goals & Progress Indicators, 4) Actions, Services, and Expenditures, and 5) Annual Update.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SA:nm

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignment(s), end of temporary assignment(s) and retirement(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO THE BOARD OF TRUSTEES ON May 8, 2018

NEW HIRES

NAME/NAMES	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Alexander Yang	Substitute Teacher	Employ	100	04/26/2018

END OF TEMPORARY ASSIGNMENT(S)

**Employee Identification Numbers Listed Below
Effective 06/01/2018**

#7379

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:

David Garcia (0130417409-1901)

Science Olympiad Wright

Approve contract hourly rate not to exceed (3.5) hours, budget indicated below for Science Olympiad Wright on March 26, 2018, for the following certificated personnel:

Kyle Morita (0130417109-1101)

Individualized Education Program

Approve contract hourly rate not to exceed (4) hours, budget indicated below for IEP attendance on June 4, 2018 to June 22, 2018, for the following certificated personnel:

James Delva (0112354101-1101)

Preschool Assessment

Approve contract hourly rate not to exceed (30) hours, budget indicated below for preschool assessment, summer testing and projects on June 4, 2018 to August 8, 2018, for the following certificated personnel:

Nancy Rader (0112354341-1201)

Betty Suh (0112354341-1201)

Pacific Drive Extended School Year – Special Education

Approve contract hourly rate not to exceed (90) hours, budget #0112354101-1101 for Pacific Drive ESY on June 8, 2018 to July 6, 2018 for 25 certificated personnel employees. Final names to be confirmed in August 2018.

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON MAY 8, 2018**

EXTRA DUTY ASSIGNMENT(S) - CONTINUED

**Approve contract hourly rate not to exceed (160) hours, budget #0112354101-1101 for Pacific Drive
ESY on June 8, 2018 to July 6, 2018 for two certificated personnel employees. Final names to be
confirmed in August 2018.**

School Office Manager/Clerk Manual Planning and Preparation

NAME	ACTION	EFFECTIVE DATE
Nancy Rader	Contractual hourly rate not to exceed 22.5 hours, budget # 0125554321-1201	07/09/2018-8/08/2018
Joan Abuhamad	Contractual hourly rate not to exceed 22.5 hours, budget # 0125554321-1201	07/09/2018-8/08/2018
Betty Suh	Contractual hourly rate not to exceed 22.5 hours, budget # 0125554321-1201	07/09/2018-8/08/2018
Susan Cravello	Contractual hourly rate not to exceed 22.5 hours, budget # 0125554321-1201	07/09/2018-8/08/2018
Monica Jordan	Contractual hourly rate not to exceed 22.5 hours, budget # 0125554321-1201	07/09/2018-8/08/2018

RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Ann Nicholes	2 nd Grade / Laguna	Retire	06/02/2018
Bridget McTague	1 st Grade / Hermosa	Retire	06/02/2018
Catalina Davis	2 nd & 3 rd Grade / Commonwealth	Retire	06/30/2018
Catherine Brewer	Physical Education / Laguna	Retire	06/01/2018
Cheryl Richey	Speech Therapist / Special Services	Retire	06/02/2018
David Palmer	Psychologist/Special Services	Retire	06/01/2018
Deborah Bristow	6 th Grade/ Raymond	Retire	06/02/2018
Deborah Byers	4 th Grade / Valencia Park	Retire	06/01/2018
Deborah Kennelly	2 nd Grade / Rolling Hills	Retire	06/30/2018
Deborah McKechnie	6 th Grade / Laguna	Retire	06/01/2018
Debra Bird	Kindergarten / Valencia	Retire	06/01/2018
Debra Williamson	SDC Pre-Kindergarten / Orangethorpe	Retire	06/02/2018

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON MAY 8, 2018**

RETIREMENT(S) – CONTINUED

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Douglas Elmore	Science / Ladera Vista Jr. High	Retire	06/01/2018
Elizabeth Makino	Speech Therapist / Orangethorpe	Retire	06/01/2018
Gretchen Francisco	5 th Grade / Commonwealth	Retire	06/01/2018
Gwynne Hill	2 nd Grade / Pacific Drive	Retire	06/01/2018
Jackie Hernandez-Phillips	2 nd Grade / Hermosa	Retire	06/02/2018
James Gordon	Physical Education / Hermosa	Retire	06/01/2018
Janet Kranich	3 rd Grade / Sunset Lane	Retire	06/01/2018
Jennifer Manassero	Kindergarten & 1 st Grade / Rolling Hills	Retire	06/01/2018
Karen Skoug	2 nd & 3 rd Grade / Richman	Retire	06/01/2018
Karla Turner	Physical Education / Parks Jr. High	Retire	06/29/2018
Kristina Cathcart	2 nd Grade / Acacia	Retire	06/01/2018
Lois Chow	3 rd Grade / Pacific Drive	Retire	06/01/2018
Marcel Rowatt	Kindergarten / Orangethorpe	Retire	06/02/2018
Mary Hood	Kindergarten & 1 st Grade / Rolling Hills	Retire	06/30/2018
Robert Calderon	5 th & 6 th Grade / Rolling Hills	Retire	06/02/2018
Shelley Beach	Speech Therapist / Valencia Park	Retire	06/01/2018
Stacy Hollenbeck	3 rd Grade / Beechwood	Retire	06/01/2018
Theodora Vallejo	5 th Grade / Pacific Drive	Retire	06/01/2018
Valentin Quitral	3 rd Grade / Pacific Drive	Retire	06/01/2018
Zona Gray-Blair	Home Hospital/ Educational Services	Retire	06/30/2018

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 May 8, 2018.

Clerk/Secretary

CONSENT ITEM

DATE: May 8, 2018

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

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

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

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

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

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

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

RC:gs
Attachment

FULLERTON SCHOOL DISTRICT**Gifts: May 8, 2018**

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Acacia	PTA		monetary donation	for the school	\$70.01
Acacia	The Irvine Museum	Community Partner(s)	monetary donation	for the school	\$498.25
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$512.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	photography equipment and subscriptions	\$8,000.00
Business Services	The Ladera Vista Foundation	Community Partner(s)	monetary donation	flowater stations	\$11,880.00
Educational Services	California State PTA		monetary donation	School Smarts Parent Night: Maple, Raymond, Valencia Park	\$1,200.00
Fern Drive	Fern Drive PTA		monetary donation	supplies, field trips	\$10,000.00
Golden Hill	Golden Hill PTA		monetary donation	play program	\$810.00
Golden Hill	Golden Hill PTA		monetary donation	reimbursement for spirit sticks	\$240.00
Golden Hill	Lifetouch	Community Partner(s)	monetary donation	Arts Fest	\$381.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	Moonrays Assembly	\$1,410.00
Laguna Road	Easy Chinese Language Academy	Community Partner(s)	monetary donation	for the school	\$200.00
Laguna Road	YourCause	Community Partner(s)	monetary donation	for the school	\$80.00
Parks J.H.	Fullerton Education Foundation	Community Partner(s)	monetary donation	Spanish class materials	\$2,200.00
Parks J.H.	Greatlakes Reyes Bottling	Community Partner(s)	monetary donation	school improvement	\$30.51
Rolling Hills	Capital Group	Community Partner(s)	monetary donation	for the school	\$250.00
Rolling Hills	Kroger	Community Partner(s)	monetary donation	materials/supplies	\$43.21
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	classroom enrichment	\$250.00
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	classroom book purchase	\$750.00
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	Accelerated Reader and Newsela	\$12,000.00

FULLERTON SCHOOL DISTRICT**Gifts: May 8, 2018**

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	learning center (Culver/Newlin)	\$15,000.00
Sunset Lane	Sunset Lane PTA		monetary donation	student enrichment books	\$450.00
Superintendent's Office	Fullerton Rotary Club	Community Partner(s)	monetary donation	District programs and events	\$455.00
Visual and Performing Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED L22C0094 THROUGH L22C0098, L22D0522 THROUGH L22D0602, L22M0229 THROUGH L22M0241, L22R1735 THROUGH L22R1832, L22S0009 THROUGH L22S0010, L22T0022 THROUGH L22T0026, L22V0222 THROUGH L22V0235, AND L22X0385 THROUGH L22X0386 FOR THE 2017/2018 FISCAL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered L22C0094 through L22C0098, L22D0522 through L22D0602, L22M0229 through L22M0241, L22R1735 through L22R1832, L22S0009 through L22S0010, L22T0022 through L22T0026, L22V0222 through L22V0235, and L22X0385 through L22X0386 for the 2017/2018 fiscal year.

RC:MG:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0094	ORANGE CNTY DEPARTMENT OF EDUC	750.00	750.00	0121229101 5210	Title I Woodcrest Instruction / Conferences and Meetings
L22C0095	AVID CENTER	1,590.00	1,590.00	0121229101 5210	Title I Woodcrest Instruction / Conferences and Meetings
L22C0096	PESI HEALTHCARE	199.99	199.99	0125554391 5210	LEA Medi Cal Reimb OT / Conferences and Meetings
L22C0097	ORANGE COUNTY SCHOOL NURSES OR	100.00	100.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
L22C0098	PESI HEALTHCARE	99.00	99.00	0125554321 5210	LEA Medi Cal Reimb Psych / Conferences and Meetings
L22D0522	AMAZON.COM	70.11	70.11	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22D0523	AMAZON.COM	64.61	64.61	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0524	AMAZON.COM	29.09	29.09	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
L22D0525	AMAZON.COM	456.16	456.16	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22D0526	AMAZON.COM	242.04	242.04	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0527	AMAZON.COM	274.05	274.05	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22D0528	AMAZON.COM	366.73	366.73	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
L22D0529	AMAZON.COM	124.95	124.95	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0530	WINNOW AND GLEAN	864.58	864.58	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22D0531	AMAZON.COM	652.09	652.09	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22D0532	DAVIS PUBLICATIONS INC	10,866.13	10,866.13	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
L22D0533	BURKHART, RAYMOND	1,000.00	1,000.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22D0534	LOS ANGELES ZOO	366.00	366.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
L22D0535	APPLE COMPUTER INC	428.85	428.85	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22D0536	AMAZON.COM	113.60	69.98 43.62	0111629107 4310 0181229101 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0537	AMAZON.COM	155.14	155.14	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Instr
L22D0538	AMAZON.COM	258.49	258.49	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22D0539	AMAZON.COM	20.35	20.35	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0540	AMAZON.COM	167.81	167.81	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22D0541	SCHOLASTIC INC	228.67	228.67	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22D0542	JOYLABZ LLC	478.84	478.84	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0543	SOUTHERN CALIFORNIA VOCAL ASSO	130.00	130.00	0121220101 5310	Title I Nicolas Instruction / Dues and Memberships
L22D0544	BEST BUY GOV LLC	14,398.80	14,398.80	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22D0545	AMAZON.COM	288.05	288.05	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22D0546	JONES SCHOOL SUPPLY	98.91	98.91	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
L22D0547	AMAZON.COM	625.88	625.88	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
L22D0548	HEINEMANN PUBLISHING	435.32	435.32	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22D0549	SCHOOL HEALTH CORPORATION	97.08	97.08	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
L22D0550	CROWN AWARDS	3,542.36	3,542.36	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Instr
L22D0551	AMAZON.COM	573.48	498.19 75.29	0111629107 4310 0181229101 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0552	GRAINGER INC, WW	2,249.82	2,249.82	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22D0553	HEINEMANN PUBLISHING	2,080.14	2,080.14	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
L22D0554	SOUTHWEST SCHOOL AND OFFICE SU	540.86	540.86	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22D0555	AMAZON.COM	50.43	50.43	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0556	AMAZON.COM	53.23	53.23	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplies
L22D0557	AMAZON.COM	104.97	104.97	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
L22D0558	APPLE COMPUTER INC	160.55	160.55	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Instr
L22D0559	AMAZON.COM	224.66	224.66	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0560	VIRCO MANUFACTURING	6,320.44	6,320.44	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22D0561	CDW.G	153.90	153.90	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Instr
L22D0562	JONES SCHOOL SUPPLY	359.11	359.11	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0563	SUPER DUPER PUBLICATIONS	107.66	107.66	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22D0564	AKJ WHOLESALE LLC	528.71	528.71	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
L22D0565	HAZ RENTAL CENTER	825.85	825.85	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22D0566	HAZ RENTAL CENTER	1,770.00	1,500.00 270.00	0111617101 4310 0130417109 4310	Donation Instr Ladera Vista / Materials and Supplies Instr LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22D0567	KATIE'S CREATIVE GIFTS	221.97	221.97	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22D0568	HEINEMANN PUBLISHING	6,185.42	6,185.42	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22D0569	HEINEMANN PUBLISHING	5,370.50	5,370.50	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22D0570	AMAZON.COM	354.50	354.50	0130220101 4310	LCFF Supplemental Instr Nicolas / Materials and Supplies
L22D0571	RAPTOR TECHNOLOGIES LLC	107.75	107.75	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0572	AMAZON.COM	52.74	52.74	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22D0573	GANDER PUBLISHING	647.51	647.51	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0574	NATIONAL ASSOCIATION OF ELEMEN	65.49	65.49	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22D0575	AMAZON.COM	281.30	281.30	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
L22D0576	PRESIDENT'S EDUCATION AWARD PR	88.12	88.12	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22D0577	MATHEMATICAL OLYMPIADS FOR ELE	61.23	61.23	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22D0578	LEGO EDUCATION	525.06	525.06	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22D0579	ANDERSON'S	1,191.73	1,191.73	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0580	HEINEMANN PUBLISHING	27,783.75	27,783.75	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22D0581	HEIDISONGS	353.25	353.25	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0582	LAKESHORE LEARNING	117.80	117.80	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0583	PERMA BOUND	2,056.02	2,056.02	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
L22D0584	DEMCO INC	38.73	38.73	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
L22D0585	SPIRIT MONKEY LLC	107.75	107.75	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0586	APPLE COMPUTER INC	851.23	851.23	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0587	LAKESHORE LEARNING	832.77	427.85 404.92	0111627101 4310 0181227101 4310	After School Program Sunset Ln / Materials and Supplies Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22D0588	PERFECTION LEARNING	296.30	296.30	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0589	JONES SCHOOL SUPPLY	48.51	48.51	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
L22D0590	ELLISON EDUCATIONAL EQUIPMENT	54.49	54.49	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0591	PAPER DIRECT	222.25	222.25	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
L22D0592	AMAZON.COM	33.76	33.76	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
L22D0593	SOUTHWEST SCHOOL AND OFFICE SU	58.17	58.17	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0594	APPLE COMPUTER INC	52.80	52.80	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
L22D0595	AMAZON.COM	148.63	148.63	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22D0596	AMAZON.COM	193.91	193.91	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22D0597	GORM INC	289.31	289.31	0130420109 6410	LCFF Base Instruction Nicolas / New Equip Less Than
L22D0598	SCHOLASTIC INC	96.66	96.66	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22D0599	AMAZON.COM	348.53	348.53	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
L22D0600	AMAZON.COM	224.08	224.08	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22D0601	AMAZON.COM	496.19	496.19	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22D0602	AMAZON.COM	195.57	195.57	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22M0229	A 1 FENCE COMPANY	4,264.00	4,264.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0230	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0231	GENERAL AIR COMPRESSORS INC	422.61	422.61	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22M0232	HAUFFE COMPANY INC	8,000.00	8,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0233	AIR FILTRATION SOLUTIONS	203.63	203.63	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
L22M0234	CULVER NEWLIN INC	2,679.60	2,679.60	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22M0235	*** CONTINUED ***				
L22M0235	SIGN A RAMA	1,257.72	1,257.72	4067150851 6200	Facilities / Buildings and Improve of Build
L22M0236	AMERICAN FIRE SAFETY	1,167.37	1,167.37	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22M0237	NATIONAL CONSTRUCTION RENTALS	1,682.60	1,682.60	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0238	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353859 4360	Maintenance Facilities DC / Materials and Supplies Other
L22M0239	FULLERTON FIRE DEPARTMENT	106.00	106.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0240	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0241	STATE ARCHITECT, DIVISION OF T	6,654.30	6,654.30	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22R1735	AMAZON.COM	688.13	688.13	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
L22R1736	AMAZON.COM	306.28	306.28	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R1737	AMAZON.COM	1,656.77	156.77	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
			1,500.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1738	AMAZON.COM	199.55	199.55	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
L22R1739	CHUNG, AMY	68.06	68.06	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1740	RYAN, THERESA	74.02	74.02	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1741	FONSECA, JUAN	42.98	42.98	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1742	BRIGGS, EDWARD	52.80	52.80	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1743	LARNERD, ALYSSA	247.93	247.93	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R1744	CULVER NEWLIN INC	1,252.06	1,252.06	0142054201 4350	Special Ed Administration / Materials and Supplies Office
L22R1745	AMAZON.COM	28.50	28.50	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
L22R1746	AMAZON.COM	61.79	61.79	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1747	DBQ PROJECT, THE	1,125.00	1,125.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
L22R1748	APPLE COMPUTER INC	170.25	170.25	0151354341 4310	Health Services / Materials and Supplies Instr
L22R1749	BERGEN, KIMBERLY	636.69	636.69	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr

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L22R1750	MOBYMAX	2,495.00	2,495.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
L22R1751	AMS.NET INC	2,001.60	2,001.60	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R1752	AMAZON.COM	364.31	364.31	0153750799 4350	Business Administration DC / Materials and Supplies
L22R1753	CLEARY-HORN, KIMBERLY	180.05	180.05	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22R1754	CHOI, ANNA	64.81	64.81	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22R1755	ALDRIDGE, SYLVIA	154.15	154.15	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22R1756	ASCARI, PATRICIA	35.35	35.35	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1757	AMAZON.COM	295.92	295.92	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R1758	AMAZON.COM	78.11	78.11	0153050799 4350	Business Administration DC / Materials and Supplies
L22R1759	AMAZON.COM	268.30	268.30	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R1760	AMAZON.COM	35.79	35.79	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R1761	MCGRAW HILL EDUCATION INC	8,700.90	8,700.90	0138055103 4100	Instructional Material K 8 / Textbooks
L22R1762	ANTONIO SACRE	1,000.00	1,000.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R1763	FERLIN, HEIDI	19.50	19.50	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22R1764	WREN, SUSIE	247.02	247.02	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22R1765	KOLLMANSBERGER, CARLA	94.87	94.87	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22R1766	ZEH, KEN	121.12	121.12	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
L22R1767	DEMAIO, DANIELLE	140.33	140.33	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
L22R1768	SANCHEZ, JULIE	54.97	54.97	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22R1769	MOSLEY, CLINTON	13.99	13.99	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1770	SEIBERT, SANDRA	30.84	30.84	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1771	VALENZUELA, NATALIE	37.00	37.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1772	MONTOYA, KRISTIN	155.19	155.19	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
L22R1773	BYUN, CHRISTINE	41.98	41.98	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr

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L22R1774	MONTOYA, KRISTIN	311.10	311.10	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R1775	NGUYEN, LAN	152.37	152.37	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
L22R1776	APPLE COMPUTER INC	3,232.34	1,616.17	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
			1,616.17	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
L22R1777	MORALES, ELIZABETH	659.50	659.50	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R1778	APPLE COMPUTER INC	327.17	327.17	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
L22R1779	RUSIEWSKI, MICHELE	152.55	152.55	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R1780	FULLERTON PHOTOGRAPHICS INC	14,870.20	14,870.20	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
L22R1781	J TAYLOR EDUCATION	930.96	930.96	0111555103 4310	Gifted and Talented Education / Materials and Supplies
L22R1782	TEACHER'S DISCOVERY	75.20	75.20	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
L22R1783	FLOCABULARY INC	2,000.00	2,000.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22R1784	BULK OFFICE SUPPLY	1,469.88	1,469.88	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1785	LA HABRA HIGH SCHOOL	345.00	345.00	0111626101 5850	Donation Instr Rolling Hills / Admission Fees
L22R1786	CAL POLY POMONA FOUNDATION INC	244.00	244.00	0111626101 5850	Donation Instr Rolling Hills / Admission Fees
L22R1788	COSGROVE, MARILEE	86.57	86.57	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
L22R1789	APPLE COMPUTER INC	170.25	170.25	0151354341 4350	Health Services / Materials and Supplies Office
L22R1790	MANKIEWICZ, MATT	482.74	482.74	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22R1791	FULLERTON JOINT UHSD	351.00	351.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22R1792	ALL AMERICAN PARTY RENTALS	535.19	535.19	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R1793	AMY'S FARM	888.00	888.00	0111610101 5850	Donation Instr Acacia / Admission Fees
L22R1794	IRVINE PARK RAILROAD INC	1,840.00	1,840.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
L22R1795	DISNEYLAND RESORT	2,075.00	2,075.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
L22R1796	DISNEYLAND RESORT	7,530.00	7,530.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
L22R1797	LONG BEACH AQUARIUM OF THE PAC	1,465.00	1,465.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr

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L22R1798	CULVER NEWLIN INC	460.31	460.31	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R1799	SCHOOL MATE	1,111.11	1,111.11	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22R1800	SCHOLASTIC INC	43,191.66	43,191.66	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1801	TOBII DYNAVOX LLC	332.17	332.17	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
L22R1802	GUIDED DISCOVERIES INC.	12,330.00	12,330.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1803	BREAKOUT EDU	592.63	592.63	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
L22R1804	AMAZON.COM	32.27	32.27	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R1805	NEED4TEES	713.31	713.31	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1806	AMAZON.COM	15.62	15.62	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R1807	CHUNG, AMY	467.82	467.82	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1808	DESAI, SHITAL	133.88	133.88	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1809	BREAKOUT EDU	1,750.94	1,750.94	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
L22R1810	SCHOLASTIC INC	2,205.65	2,205.65	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
L22R1811	KIM, ANGELA	43.16	43.16	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1812	BOOKSOURCE, THE	9,631.09	9,631.09	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
L22R1813	OC UNITED TOGETHER	1,200.00	1,200.00	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
L22R1814	APPLE COMPUTER INC	12,871.40	12,871.40	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R1815	APPLE COMPUTER INC	9,980.72	9,980.72	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Instr
L22R1816	APPLE COMPUTER INC	28,960.65	28,960.65	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22R1817	LING, PHILLIP	135.36	135.36	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1818	MILLER, PAMELA	69.93	69.93	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1819	BELLFLOWER MUSIC CENTER	55.00	55.00	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
L22R1820	BELLFLOWER MUSIC CENTER	144.49	144.49	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
L22R1821	SCOTT, ANN	19.35	19.35	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr

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L22R1822	APPLE COMPUTER INC	32,178.50	32,178.50	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22R1823	APPLE COMPUTER INC	32,178.50	32,178.50	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22R1824	SCHOLASTIC INC	124.51	124.51	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R1825	TEACHER SYNERGY LLC	632.97	632.97	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
L22R1826	IRVINE RANCH OUTDOOR EDUCATION	27,151.25	27,151.25	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22R1827	EDGEWOOD PRESS INC	745.20	745.20	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
L22R1828	BRIGGS, EDWARD	47.81	47.81	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1829	GUTTENPLAN, CYNTHIA	251.94	251.94	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22R1830	SMITH, CASEY	498.08	498.08	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1831	KOJIMA, DEBRA	85.73	85.73	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R1832	MUCKENTHALER CULTURAL	520.00	520.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
L22S0009	COSTCO WHOLESALE	891.81	891.81	0100000000 9320	Unrestricted / Stores
L22S0010	NORTH ORANGE COUNTY COMMUNITY	888.94	888.94	0100000000 9320	Unrestricted / Stores
L22T0022	PACIFIC COACHWAYS	1,476.00	1,476.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
L22T0024	HUKEL, CYNDI	5.44	5.44	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
L22T0025	SOUTHWEST LIFT AND EQUIPMENT I	700.00	700.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
L22T0026	CREATIVE BUS SALES INC	797.36	797.36	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22V0222	APPLE COMPUTER INC	6,539.50	6,539.50	0130417109 6410	LCFF Base Instr Ladera Vista / New Equip Less Than
L22V0223	CULVER NEWLIN INC	3,101.91	334.89	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
			2,767.02	0130422109 6410	LCFF Base Instr Pacific Drive / New Equip Less Than
L22V0224	CULVER NEWLIN INC	11,582.32	5,567.18	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			6,015.14	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
L22V0225	CC-PURCHASING	6,571.67	6,571.67	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
L22V0226	IDSC HOLDINGS LLC	3,258.87	3,258.87	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than

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L22V0227	FACTORY MOTOR PARTS COMPANY	2,715.32	617.41	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			2,097.91	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
L22V0228	SCHOOL OUTFITTERS	7,194.80	6,614.39	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
			580.41	0130422109 6410	LCFF Base Instr Pacific Drive / New Equip Less Than
L22V0229	MONTGOMERY HARDWARE COMPANY	1,200.88	1,200.88	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
L22V0230	STOTZ EQUIPMENT	14,295.20	14,295.20	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
L22V0231	UNITED INTERIORS	6,649.80	817.62	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
			5,832.18	0142054201 6410	Special Ed Administration / New Equip Less Than \$10,000
L22V0232	EKC ENTERPRISES INC	1,498.87	323.79	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
			1,175.08	0111618101 6410	Donation Instruction Laguna Rd / New Equip Less Than
L22V0233	LAKESHORE LEARNING	516.12	516.12	0121225101 6410	Title I Richman Instruction / New Equip Less Than \$10,000
L22V0234	APPLE COMPUTER INC	42,213.21	3,237.89	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			38,975.32	0121222101 6410	Title I Pacific Drive Instr / New Equip Less Than \$10,000
L22V0235	TJT SALES	2,025.70	2,025.70	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than
L22X0385	DENTON, MICHELLE LYNN	7,000.00	7,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0386	GARNER, CHRISTINA L	4,500.00	4,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
	Fund 01 Total:	541,309.13			
	Fund 12 Total:	2,127.89			
	Fund 40 Total:	1,257.72			
	Total Amount of Purchase Orders:	544,694.74			

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L22M0222	CAL LIFT INC	1,083.45	+460.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22R0736	IRVINE RANCH OUTDOOR EDUCATION	25,575.00	-7,827.50	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22X0006	SOUTHWEST SCHOOL AND OFFICE SU	24,000.00	+4,000.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22X0011	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	+2,000.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22X0015	SOUTHWEST SCHOOL AND OFFICE SU	6,393.96	+893.96	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
L22X0018	SOUTHWEST SCHOOL AND OFFICE SU	3,950.00	+1,000.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22X0039	SOUTHWEST SCHOOL AND OFFICE SU	11,000.00	+2,000.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
L22X0052	SOUTHWEST SCHOOL AND OFFICE SU	35,000.00	+10,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22X0153	SOUTHERN CALIFORNIA EDISON	1,550,000.00	-100,000.00	0154653821 5502	Utilities / Utilities Electricity
L22X0159	FULLERTON WATER DEPARTMENT, CI	353,000.00	+100,000.00	0154653821 5504	Utilities / Utilities Water
L22X0274	CELL BUSINESS EQUIPMENT	176,600.00	+900.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			+1,598.83	0130219101 5640	LCFF Supplemental Instr Maple / Repairs by Vendors
			+600.00	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
			-1,400.00	0130224101 5640	LCFF Suppl Instr Raymond / Repairs by Vendors
			+560.00	0130230101 5640	LCFF Supplemental Instr Fisler / Repairs by Vendors
			-2,400.00	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			-4,000.00	0130415109 5640	LCFF Base Instr Golden Hill / Repairs by Vendors
			+6,000.00	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
			+3,900.00	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
			-1,598.83	0130419109 5640	LCFF Base Instruction Maple / Repairs by Vendors
			+1,363.50	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			+136.50	0130420279 5640	LCFF Base Admin Nicolas / Repairs by Vendors
			-1,400.00	0130424109 5640	LCFF Base Instruction Raymond / Repairs by Vendors
			-1,600.00	0130425109 5640	LCFF Base Instruction Richman / Repairs by Vendors

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			-4,000.00	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			+1,900.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			+1,200.00	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			+2,940.00	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			-2,200.00	0142054201 5640	Special Ed Administration / Repairs by Vendors
			+1,900.00	0152055779 5640	Education Services Discret / Repairs by Vendors
			-2,300.00	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
			-900.00	0152657719 5640	Superintendent Discret / Repairs by Vendors
			-4,600.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			-1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			-3,400.00	0160690371 5640	Food Services / Repairs by Vendors
			+2,300.00	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
			+900.00	8152451741 5640	Property and Liability / Repairs by Vendors
L22X0283	SOUTHWEST SCHOOL AND OFFICE SU	615.00	+115.00	0151354341 4310	Health Services / Materials and Supplies Instr
L22X0302	MUSIC AND ARTS CENTER	3,200.00	+100.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
L22X0318	LEG GODT	30,000.00	-15,000.00	0130228101 5805	LCFF Suppl Instr Valencia Park / Consultants
L22X0326	MYTHERAPYCOMPANY LLC	50,000.00	+10,000.00	0125554391 5866	LEA Medi Cal Reimb OT / Nonpublic Agency Services
L22X0338	CENTRALIA SCHOOL DISTRICT	139,936.02	+46,393.32	0171054921 7141	Excess Costs / Excess Cost to Districts
L22X0366	ALVAREZ AND ASSOCIATES - CPTED	25,000.00	+5,000.00	0152351709 5825	Contract Admin Discret / Legal Assistance
L22Y0047	CA DEPT OF TAX AND FEE ADMINIS	1,932.00	+432.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0058	ORANGE UNIFIED SCHOOL DISTRICT	46,000.00	+16,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
			Fund 01 Total:	67,766.78	
			Fund 12 Total:	2,300.00	
			Fund 81 Total:	900.00	

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Amount of Change Orders:			70,966.78		
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FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/08/2018

FROM 03/30/2018 TO 04/19/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22M0064	ORTIZ TRACTOR SERVICE		5,450.00	0131655859 6100	Visual PerfArts Facil Imprvmnt / Sites and Site
			7,450.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
		12,900.00			
L22M0069	MONTGOMERY HARDWARE		123.91	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
		123.91			
L22R0902	SCHOLASTIC INC		193.70	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
		193.70			
L22R1641	MYSTERY SCIENCE INC		16,983.00	0100000000 9330	Unrestricted / Prepaid Expenditures
		16,983.00			
L22R1787	METROLINK		54.00	0111626101 5850	Donation Instr Rolling Hills / Admission Fees
		54.00			
L22T0023	IDSC HOLDINGS LLC		3,258.87	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
		3,258.87			
L22T0027	EAGLE COMMUNICATIONS		320.54	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
		320.54			
	Fund 01 Total:	33,834.02			
	Total Amount of Purchase Orders:	33,834.02			

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 200760 THROUGH 200803 FOR THE 2017/2018 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 30, 2018, through April 19, 2018, contains purchase orders numbered 200760 through 200803 for the 2017/2018 school year totaling \$753,117.15.

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 200760 through 200803 for the 2017/2018 school year.

RC:MB:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
3-30-18 through 04-19-18

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
	NONE			
	Total OPEN Purchase Orders			\$ -
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			753,117.15
	TOTAL PURCHASE ORDERS			\$ 753,117.15

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hubert Company	200777	4/9/2018	4/16/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	EA	1	Immersion Blender #15893, Waring Com. 7 Quik	\$75.0000	\$75.00	
1	ea	1	Shipping	\$13.9900	\$13.99	
					Sales Tax:	\$5.81
					P.O. Total:	\$94.80
					Vendor Total:	\$94.80
						1
Le Chef Bakery	200768	4/5/2018	4/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	cs	1	Bagel, Assort /12 #BBGASST-PBC-12-SLICE-TS	\$7.9600	\$79.60	
4	cs	1	Bun, Cinnamon /12 #BRB010-12TS	\$8.7700	\$35.08	
4	cs	1	Bun, Pecan Sticky /12 #BRB012-12TS	\$12.0100	\$48.04	
4	cs	1	Coffee Cake /6 #BRB066-6TS	\$5.5100	\$22.04	
2	TRY	1	Tea Bread Assort Petite /35 #BRBTEAASST-PET-3	\$19.9300	\$39.86	
2	TRY	1	Danish, Med. Assort /35 #DAB001-12TS	\$8.2200	\$16.44	
4	TRY	1	Danish, Bkfst Classic Assor /30 #DAB104-30TS	\$24.0500	\$96.20	
3	cs	1	Muffin, Blueberry /16 #MUB103-M-TC-16TS	\$10.7900	\$32.37	
3	cs	1	Muffin, Double Choc Chip /16 #MUB109-M-TC-16T	\$10.7900	\$32.37	
3	cs	1	Muffin, Banana Nut /16 #MUB109-M-TC-16TS	\$10.7900	\$32.37	
3	cs	1	Muffin, Orange Cran /16 #MUB111-M-TC-16TS	\$10.7900	\$32.37	
					Sales Tax:	\$0.00
					P.O. Total:	\$466.74
Le Chef Bakery	200780	4/9/2018	4/11/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	10028	Cupcake,Mini,Assrtd,#MP080 48/cs	\$47.5100	\$285.06	
10	case	10012	Croissant, #CRB002-9TS 9/2oz/case	\$6.7900	\$67.90	
6	case	10029	Dessert,MiniCups,Assrtd #MP137 35/cs	\$53.1400	\$318.84	
					Sales Tax:	\$0.00
					P.O. Total:	\$671.80
Le Chef Bakery	200781	4/10/2018	4/11/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	10022	Brownie, Chocolate BN023-24 24 ct.	\$15.0600	\$15.06	
					Sales Tax:	\$0.00
					P.O. Total:	\$15.06
Le Chef Bakery	200792	4/13/2018	4/16/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	10022	Brownie, Chocolate BN023-24 24 ct.	\$15.0600	\$30.12	
4	case	10028	Cupcake,Mini,Assrtd,#MP080 48/cs	\$47.5100	\$190.04	
4	case	10029	Dessert,MiniCups,Assrtd #MP137 35/cs	\$53.1400	\$212.56	
					Sales Tax:	\$0.00
					P.O. Total:	\$432.72
Le Chef Bakery	200803	4/19/2018	4/20/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$7.9600	\$39.80	
1	case	10006	Cinnamon Bun #BR010 (Medium Dough) 96/case	\$8.7700	\$8.77	
2	case	10012	Croissant, #CRB002-9TS 9/2oz/case	\$6.7900	\$13.58	
5	case	10002	Danish,Twist Assd #DAB001-12TS (Medium) 12/case	\$8.2200	\$41.10	
2	case	10021	Danish, Assorted DAB104-30TS 30 ct.	\$23.0700	\$46.14	

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	200803	4/19/2018	4/20/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
						Sales Tax: \$0.00
						P.O. Total: \$149.39
					Vendor Total:	\$1,735.71
Fullerton School District	200774	4/8/2018	4/8/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Actual 7B Payroll per February Bitech Report	246,661.4000	\$246,661.40	
1	ea	2	Actual Dist. Exp. per February Bitech Report	\$7,653.5900	\$7,653.59	
					Sales Tax:	\$0.00
					P.O. Total:	\$254,314.99
Fullerton School District	200775	4/8/2018	4/8/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per March Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per March Bitech Rprt	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
Fullerton School District	200776	4/8/2018	4/8/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per April Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per April Bitech Rprt	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
					Vendor Total:	\$694,314.99
Gold Star Foods Inc.	200760	4/2/2018	4/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	CS	1	Olives, Black Sliced 6/#10 #209849	\$26.9500	\$26.95	
					Sales Tax:	\$0.00
					P.O. Total:	\$26.95
Gold Star Foods Inc.	200765	4/4/2018	4/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W	\$66.9200	\$4,015.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,015.20
Gold Star Foods Inc.	200766	4/4/2018	4/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	CS	1	Tuna, Bumble Bee #209874 6/66oz	\$45.1000	\$270.60	
					Sales Tax:	\$0.00
					P.O. Total:	\$270.60
Gold Star Foods Inc.	200767	4/4/2018	4/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	CS	1	Pudding, Vanilla 6/#10 #209760	\$31.7400	\$158.70	

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	200767	4/4/2018	4/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
				Sales Tax:		\$0.00
				P.O. Total:		\$158.70
Gold Star Foods Inc.	200769	4/6/2018	4/20/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
3	cs	1	Italian Dressing, #201312 4/1 gal			\$24.6400 \$73.92
				Sales Tax:		\$0.00
				P.O. Total:		\$73.92
Gold Star Foods Inc.	200770	4/6/2018	4/24/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs			\$37.3300 \$933.25
40	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz			\$18.1500 \$726.00
10	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4			\$53.2800 \$532.80
				Sales Tax:		\$0.00
				P.O. Total:		\$2,192.05
Gold Star Foods Inc.	200771	4/6/2018	4/24/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
64	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs			\$13.3800 \$856.32
				Sales Tax:		\$0.00
				P.O. Total:		\$856.32
Gold Star Foods Inc.	200772	4/6/2018	4/20/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
62	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz			\$47.3700 \$2,936.94
72	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.			\$37.1400 \$2,674.08
33	case	55104	Eggstravaganza,GS#401570 Bacon, 160/cs 4/5lb			\$52.4700 \$1,731.51
60	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs			\$9.0000 \$540.00
32	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25			\$41.3800 \$1,324.16
36	case	55006	Chicken, Tenders, 3 piece GS#404683 423/case			\$39.1800 \$1,410.48
25	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings			\$106.0700 \$2,651.75
38	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs			\$22.8500 \$868.30
				Sales Tax:		\$0.00
				P.O. Total:		\$14,137.22
Gold Star Foods Inc.	200782	4/11/2018	4/13/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
70	case	7602	Cookie, Chocolate Chip GS#134790 130/case			\$45.7600 \$3,203.20
				Sales Tax:		\$0.00
				P.O. Total:		\$3,203.20
Gold Star Foods Inc.	200783	4/11/2018	4/13/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	cs	1	Slider, Sriracha Chicken #138876 192/cs			\$95.1500 \$95.15
				Sales Tax:		\$0.00
				P.O. Total:		\$95.15
Gold Star Foods Inc.	200785	4/13/2018	4/17/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
5	cs	4341	Dressing, Ranch Light #300050 4/1gal			\$39.4200 \$197.10
				Sales Tax:		\$0.00
				P.O. Total:		\$197.10

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	200786	4/13/2018	4/17/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	CS	1	Water, 48/8OZ, 201672		\$8.2100	\$41.05
				Sales Tax:		\$0.00
				P.O. Total:		\$41.05
Gold Star Foods Inc.	200790	4/13/2018	5/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	70002	Bleach, Liquid GS#200394 6/1 Gal		\$17.2400	\$51.72
				Sales Tax:		\$4.01
				P.O. Total:		\$55.73
Gold Star Foods Inc.	200791	4/13/2018	5/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz		\$47.3700	\$1,136.88
				Sales Tax:		\$0.00
				P.O. Total:		\$1,136.88
Gold Star Foods Inc.	200795	4/13/2018	5/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.1700	\$271.05
				Sales Tax:		\$0.00
				P.O. Total:		\$271.05
Gold Star Foods Inc.	200796	4/13/2018	5/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	each	4039	Garlic granulated, Pacific Spice #202038 4.5#		\$33.1100	\$198.66
				Sales Tax:		\$0.00
				P.O. Total:		\$198.66
Gold Star Foods Inc.	200797	4/13/2018	4/27/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
41	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$54.9800	\$2,254.18
30	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)		\$43.7236	\$1,311.71
62	case	8269	Chips, Tortilla GS#208220 80/case		\$17.1500	\$1,063.30
21	case	56046	Beef, Patty Charbroiled GS#403572 240/cs		\$38.3500	\$805.35
				Sales Tax:		\$0.00
				P.O. Total:		\$5,434.54
Gold Star Foods Inc.	200798	4/13/2018	5/1/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
61	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz		\$35.4800	\$2,164.28
41	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$38.3700	\$1,573.17
75	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$31.6300	\$2,372.25
60	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$9.0000	\$540.00
				Sales Tax:		\$0.00
				P.O. Total:		\$6,649.70
Gold Star Foods Inc.	200800	4/18/2018	5/8/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
90	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs		\$8.6400	\$777.60
				Sales Tax:		\$0.00
				P.O. Total:		\$777.60

Purchase Orders - Detail

4/23/2018 8:14:16 AM

Fullerton School District

Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$39,791.62
						1
P & R Paper Supply Company, Inc.						
	200778	4/9/2018	4/11/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case		\$7.8000	\$109.20
Sales Tax:						\$0.00
P.O. Total:						\$109.20
P & R Paper Supply Company, Inc.						
	200784	4/12/2018	4/12/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
12	DZ	1	Gloves, Rubber Yellow, Large 12/12dz		\$6.4400	\$77.28
Sales Tax:						\$5.99
P.O. Total:						\$83.27
P & R Paper Supply Company, Inc.						
	200787	4/13/2018	4/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case		\$30.2600	\$60.52
8	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$35.6000	\$284.80
1	case	84503	Lid, 2 oz Solo #PL2 2500/case		\$34.4600	\$34.46
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #CW182		\$18.8400	\$37.68
Sales Tax:						\$22.07
P.O. Total:						\$439.53
P & R Paper Supply Company, Inc.						
	200788	4/13/2018	4/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	84303	Cup, 9oz Clear FAB-KC90F 20/50/CS		\$59.1600	\$295.80
5	case	84804	Lid, Flat No Slot FAB-LKC1220F 1000/case		\$24.2500	\$121.25
Sales Tax:						\$0.00
P.O. Total:						\$417.05
P & R Paper Supply Company, Inc.						
	200794	4/13/2018	4/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs		\$25.4500	\$407.20
20	case	86003	Tray, 5 comp, White Foam MBL-YTH10500 500/cs		\$17.5000	\$350.00
Sales Tax:						\$31.56
P.O. Total:						\$788.76
P & R Paper Supply Company, Inc.						
	200801	4/18/2018	4/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	cs	1	Plate, 9" Opulence Clear WNA-OP9240CL		\$59.2600	\$474.08
Sales Tax:						\$0.00
P.O. Total:						\$474.08
P & R Paper Supply Company, Inc.						
	200802	4/18/2018	4/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	cs	1	Glove, Latex Large 10/100 GOL-1562		\$32.0500	\$320.50
10	cs	1	Glove, Latex Small 10/100 GOL-1564		\$32.0500	\$320.50
Sales Tax:						\$49.68
P.O. Total:						\$690.68
Vendor Total:						\$3,002.57
						1

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Form Plastics	200789	4/13/2018	4/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	87001	Film 7 1/8" x 5100' 985CV 1roll/cs		\$290.8200	\$1,744.92
					Sales Tax:	\$0.00
					P.O. Total:	\$1,744.92
					Vendor Total:	\$1,744.92
Industrial Electric	200761	4/2/2018	4/2/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Estimated repair		\$300.0000	\$300.00
					Sales Tax:	\$0.00
					P.O. Total:	\$300.00
					Vendor Total:	\$300.00
Action Sales	200762	4/3/2018	4/10/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	EA	1	Container, 4 QT Square Translucent #4SFSP190		\$8.2000	\$196.80
24	EA	1	Cover, 2-4 QT Square Green #SFC2		\$2.1400	\$51.36
1	EA	1	Freight Out		\$30.0000	\$30.00
					Sales Tax:	\$19.23
					P.O. Total:	\$297.39
					Vendor Total:	\$297.39
Boyd & Associates	200793	4/13/2018	4/13/2018		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Service Call		\$2,000.0000	\$2,000.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,000.00
					Vendor Total:	\$2,000.00
Porfirio Zuazo	200773	4/6/2018	4/6/2018		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	lot	1	EI Super, Invoice dated 3/10/18		\$3.5800	\$3.58
1	lot	1	EI Super, Invoice dated 4/1/18		\$4.9600	\$4.96
					Sales Tax:	\$0.00
					P.O. Total:	\$8.54
					Vendor Total:	\$8.54
Orange County Department of Education	200799	4/16/2018	5/15/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
52	Ea	1	Classrooms Participating in HOTM		\$55.0000	\$2,860.00

Purchase Orders - Detail

4/23/2018 8:14:16 AM

Fullerton School District

Show all data where the Order Date is between 3/30/2018 and 4/19/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Orange County Department of Education	200799	4/16/2018	5/15/2018			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
				Sales Tax:	\$0.00
				P.O. Total:	\$2,860.00
				Vendor Total:	\$2,860.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Image Apparel for Business	200764	4/3/2018	4/11/2018		4364	<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
40	ea	SANL500RBS	S,ROYAL Port Auth, Ladies Silk Touch	\$11.8000	\$472.00
115	ea	SANL500RBN	M, ROYAL Port Auth,Ladies Silk Touch	\$11.8000	\$1,357.00
82	ea	SANL500RBI	L, ROYAL BLUE Port Auth, Ladies Silk Touch	\$11.8000	\$967.60
46	ea	SANL500RB2	XL, ROYAL Port Auth, Ladies Silk Touch	\$11.8000	\$542.80
51	ea	SANL500RB2	2XL, ROYAL Port Auth,Ladies Silk Touch	\$13.4000	\$683.40
5	ea	SANL500RB3	3XL, ROYAL Port Auth Ladies Silk Touch	\$16.5500	\$82.75
10	ea	SANL500RB4	4XL, ROYAL Port Auth Ladies Silk Touch	\$18.1000	\$181.00
5	ea	SANL500RB5	5XL, ROYAL Port Auth Ladies Silk Touch	\$21.2500	\$106.25
2	ea	SANK500NV1	S, NAVY Port Auth-Silk Touch Sport	\$11.8000	\$23.60
11	ea	SANK500NV1	M, NAVY Port Auth-Silk Touch Sport	\$11.8000	\$129.80
7	ea	SANK500NV1	L, NAVY Port Auth-Silk Touch Sport	\$11.8000	\$82.60
6	ea	SANTLK500N	4XLTL,NAVY Port Auth-Tall Silk Touch	\$19.7000	\$118.20
5	ea	SANK500RB	3XL, ROYAL Port Auth Silk Touch Polo	\$16.5500	\$82.75
10	ea	SAN8000NV1	XL, NAVY Cotton/Poly T-Shirt	\$3.3000	\$33.00
5	ea	SAN8000NV2	2XL, NAVY Cotton/Poly Shirt	\$7.2500	\$36.25
400	ea	EMB2145-500	5,000 Embroidery	\$2.0000	\$800.00
				Sales Tax:	\$441.67
				P.O. Total:	\$6,140.67
				Vendor Total:	\$6,140.67

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Dan's Thermal Services	200763	4/3/2018	4/3/2018			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	BOHN OEM D-F Heater	\$385.8900	\$385.89
4	hr	2	LABOR - Journeyman	\$85.0000	\$340.00
1	ea	3	Shipping	\$44.2000	\$44.20
				Sales Tax:	\$29.91
				P.O. Total:	\$800.00
				Vendor Total:	\$800.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Eduardo Gonzalez	200779	4/9/2018	4/9/2018			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	lot	1	Smart & Final, Invoice dated 4/4/18	\$19.9800	\$19.98
1	lot	1	El Super, Invoice dated 4/4/18	\$5.9600	\$5.96
				Sales Tax:	\$0.00
				P.O. Total:	\$25.94
				Vendor Total:	\$25.94

GRAND TOTAL \$753,117.15

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 115388 THROUGH 115703 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 115388 through 115703 for the 2017/2018 school year totaling \$2,355,102.78. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	2,227,200.00
12	Child Development	11,452.46
25	Capital Facilities	63,379.98
40	Special Reserve	15,449.57
68	Workers' Compensation	20,437.54
81	Property/Liability Insurance	<u>17,183.23</u>
	Total	\$2,355,102.78

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 115388 through 115703 for the 2017/2018 school year.

RC:MG:gs

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 12639 THROUGH 12701 FOR THE 2017/2018 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 12702 through 12741 for the 2017/2018 school year. The total amount presented for approval is \$630,771.44.

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 12702 through 12741 for the 2017/2018 school year.

RC:MB:tg

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORTS

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on April 16, 2018.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

CL:yd
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/16/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/8/18**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/16/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/8/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
McVay	Zachery J.	Inst. Asst./Special Ed I/sub	Add substitute classification	4/5/18	54		121	B11/1
Todd	Nancy	Afterschool Program Site Lead	Amend Service Retirement date from 1/16/18 to 2/17/18	2/17/18	60	24.00/wk	085	B18/6
Employee ID	6478	School Office Manager	CFRA from 3/19/18 through 3/23/18	3/19/18	23	8.00	403	B25/3
Employee ID	7104	Inst. Asst./Recreation	CFRA leave from 4/9/18 through 5/18/18	4/9/18	11	6.00	100/302	B11/1
Employee ID	1409	School Office Manager	FMLA intermittent leave through 6/1/18	3/1/18	12	8.00	403	B25/3
Employee ID	6529	Buyer	FMLA/CFRA from 3/19/18 through 3/30/18	3/19/18	50	8.00	531	B28/3
Employee ID	6737	Food Service Specialist	FMLA/CFRA from 3/19/18 through 4/6/18	3/19/18	90	8.00	606	B21/3
Employee ID	5850	Technical Support Specialist IV	FMLA/CFRA leave from 3/19/18 through 4/6/18	3/19/18	59	8.00	409	B32/5
De La Cruz	Patricia J.	Health Assistant/BB	Hire probationary status	3/12/18	22	3.75	402	B18/1
Casas	Cassandra A.	Inst. Asst./Regular	Hire probationary status	3/13/18	18	3.00	100	B11/1
Ravelo	Melissa J.	Inst. Asst./Regular	Hire probationary status	3/19/18	21	15.00/wk	383	B11/1
Perez	Cristina	Inst. Asst./Regular	Hire probationary status	4/2/18	22	15.00/wk	383	B11/1
Panchal	Mital S.	Inst. Asst./Special Ed I	Hire probationary status	4/3/18	12	3.00	122	B14/1
Bustamante	Rosana R.	Inst. Asst./Special Ed I	Hire probationary status	4/9/18	16	4.25	122	B14/1
Collins	Cristina R.	Inst. Asst./Special Ed I	Hire probationary status	4/9/18	23	3.50	126	B14/1
Moran	Elda	Social Service Assistant	Hire probationary status	4/3/18	24	15.00/wk	212	B17/1
Olivar	Martha	Playground Supervisor	Hire regular status	10/10/17	29	1.25	100	B11/1
Miller	Lauren A.	Registered Associate: Clinical Social Worker	Hire regular status	4/2/18	16	18.00/wk	304/504	\$18.00/hr

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/16/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/8/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Miller	Lauren A.	Registered Associate: Clinical Social Worker	Hire regular status	4/2/18	11	6.00/wk	302/504	\$18.00/hr
Eissa	Merna E.	Registered Associate: Marriage and Family Therapist and Professional Clinical Counselor	Hire regular status	4/2/18	21	24.00/wk	302/504	\$18.00/hr
Alvarado	Angel	Custodian I/sub	Hire substitute status	4/10/18	53		542	B17/1
Kayaleh	Deborah	Health Assistant/sub	Hire substitute status	4/4/18	99		100	B17/1
Ruiz	Valerie	Inst. Asst./Regular/sub	Hire substitute status	4/4/18	99		100	B11/1
Tan	Gailyn A.	Instr. Asst./Special Ed I/sub	Hire substitute status	3/19/18	54		121	B14/1
Johnson	Kevin J.	Instr. Asst./Special Ed I/sub	Hire substitute status	4/4/18	54		121	B11/1
Hernandez	Christian G.	Playground Supervisor/sub	Hire substitute status	4/3/18	28		100	B11/1
Campos	Jessica H.	Playground Supervisor/sub	Hire substitute status	4/9/18	99		100	B11/1
Ordonez	Nayeli G.	Social Service Assistant/sub	Hire substitute status	3/15/18	99		310	B17/1
		Bus Driver	Paid Administrative Leave through 4/9/18	4/4/18	56	25.00/wk	565	B21/4
Garcia	Aidee	Inst. Asst./Recreation	Probationary resignation	4/2/18	60	19.50/wk	329	B11/1
Malazarte	Christine M.	Inst. Asst./Technology	Probationary resignation	4/12/18	59	8.00	409	B21/2
Bergstrom	Mary L.	Inst. Asst./Regular	Probationary resignation - hire substitute status	3/15/18	60	17.50/wk	310	B11/1
Malette	Kristlynn E.	Health Assistant	Resignation	3/14/18	18	18.75/wk	402	B17/2
Luong	Jean N.	Inst. Asst./Special Ed I	Resignation	4/4/18	15	17.50/wk	121	B14/6
Sheffer	Lisa M.	Health Assistant	Resignation - hire substitute status	3/16/18	10	18.75/wk	402	B17/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Garcia	Francilia J.	Inst. Asst./Special Ed I/sub	Separation	4/10/18	12		100	B14/1
Kim	Jin Kyoung	Playground Supervisor	Separation	4/5/18	27	5.80/wk	100	B11/1
Lu	Angela	Account Clerk I	Step increase	4/1/18	90	6.00	606	B20/2
Arellano	Roxanne	Clerical Assistant II/BB	Step increase	4/1/18	20	8.00	403	B20/5
Arteaga Villanueva	Cinthia	Clerical Assistant II/BB	Step increase	4/1/18	90	24.00/wk	606	B20/3
Pacheco Trujillo	Lorena	Custodian II	Step increase	4/1/18	27	8.00	542	B24/4
Bertolette	Sylvia	Health Assistant	Step increase	4/1/18	17	3.75	402	B17/2
Danforth	James	Inst. Asst./Regular	Step increase	4/1/18	18	8.00	94	B11/2
Forte	Evita	Inst. Asst./Regular	Step increase	4/1/18	60	19.50/wk	329	B11/6
Juarez	Erika	Inst. Asst./Regular	Step increase	4/1/18	28	15.00/wk	212	B11/3
McGee	Paige	Inst. Asst./Regular	Step increase	4/1/18	21	15.00/wk	302	B11/3
Velasquez	Breanne	Inst. Asst./Regular	Step increase	4/1/18	25	3.75	100/302	B11/2
Bachman	Jamie	Inst. Asst./Special Ed I	Step increase	4/1/18	25	6.00	122	B14/5
Foyt	Jennifer	Inst. Asst./Special Ed I	Step increase	4/1/18	20	4.00	122	B14/5
Hatcher	Diane	Inst. Asst./Special Ed I	Step increase	4/1/18	23	6.00	122	B14/6
Mai	Nhu	Inst. Asst./Special Ed I	Step increase	4/1/18	12	6.00	242	B14/4
Oseguera	Jonathan	Inst. Asst./Special Ed I	Step increase	4/1/18	21	3.50	122	B14/2
Rivera	Angela	Inst. Asst./Special Ed I	Step increase	4/1/18	12	3.00	130	B14/2
Guzik-Torres	Melissa	Inst. Asst./Special Ed II B	Step increase	4/1/18	27	6.00	121	B14/4
Mota	Carlos	Inst. Asst./Special Ed II B	Step increase	4/1/18	13	6.00	122/504	B14/5
Sanchez	Karen	Inst. Asst./Special Ed II B	Step increase	4/1/18	15	6.00	121	B14/3
Contreras	Carolina	Inst. Asst./Technology	Step increase	4/1/18	59	8.00	409	B21/6
Malazarte	Christine M.	Inst. Asst./Technology	Step increase	4/1/18	59	8.00	409	B21/2
McDonald	Laura	Inst. Asst./Technology	Step increase	4/1/18	59	8.00	409	B21/2
Weatrowski	Rebecca	Inst. Asst./Technology	Step increase	4/1/18	59	30.00/wk	409	B21/6
Balestra	Alfred	Plumber	Step increase	4/1/18	53	8.00	533	B32/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Alva	Elizabeth	Social Service Assistant	Step increase	4/1/18	51	8.00	391/510	B17/3
Garcia	Abraham	Social Service Assistant	Step increase	4/1/18	55	6.00	224	B17/4
Jauregui	Melissa G.	Inst. Asst./Special Ed I	Temporary additional hours NTE 1.25/day through 6/1/18	3/12/18	24	3.75	130	B14/2
Naranjo	Angela I.	Inst. Asst./Recreation	Temporary additional hours NTE 10.25 through 4/10/18	4/2/18	60	19.50/wk	329	B11/6
Morgan	Jenny L.	Employee Benefits Technician	Temporary additional hours NTE 100 hours through 6/29/18	3/12/18	51	5.00	521	B23/3
Mota	Carlos J.	Inst. Asst./Special Ed II B	Temporary additional hours NTE 2.00/day through 3/2/18 plus \$100/night stipend for science camp NTE 4 nights total	2/26/18	13	6.00	304	B14/5 + 6% stipend
Nguyen	Juliana T.	Inst. Asst./Special Ed I	Temporary additional hours NTE 2.00/day through 6/1/18	3/19/18	19	4.00	126	B14/2
Oseguera	Jonathan	Inst. Asst./Special Ed I	Temporary additional hours NTE 2.50/day through 5/15/18	4/4/18	21	3.50	122	B14/2
Illingworth	Shannon T.	Supervisor of Nutrition Services	Temporary additional hours NTE 24 hours through 3/29/18	3/27/18	90	8.00	606	M10/1
Ramirez	Jose E.	Computer Technician I	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B30/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Webb	Brooke E.	Computer Technician I	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B30/3
Williamson	Sherrie A.	Computer Technician I	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B30/3
Biddle	Ryan D.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	30.00/wk	409	B21/4
Chon	Hanna	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B21/6
Churchwell	Jennifer M.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B21/4
Contreras	Carolina H.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B21/6
Harris	Heidi	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B21/6
Koeul	Christina	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B21/5
Lejano	Maria Lourdes	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Malazarte	Christine M.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B21/1
McDonald	Laura M.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	8.00	409	B21/2
Nunn	Joseph M.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B21/1
Rashid	Zehra	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B21/6
Reese	Mary	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	20.00/wk	409	B21/6
Weatrowski	Rebecca M.	Inst. Asst./Technology	Temporary additional hours NTE 32 hours through 3/29/18	3/26/18	59	30.00/wk	409	B21/6
Amador	Robert B.	Computer Technician I/sub	Temporary additional hours NTE 32/week through 3/29/18	3/26/18	59		409	B30/1
Bhakta	Hina I.	Computer Technician I/sub	Temporary additional hours NTE 32/week through 3/29/18	3/26/18	59		409	B30/1
Del Rosario	Jessica C.	Computer Technician I/sub	Temporary additional hours NTE 32/week through 3/29/18	3/26/18	59		409	B30/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Fernandez	Joseph L.	Inst. Asst./Special Ed I	Transfer from Beechwood to Rolling Hills	3/14/18	26	6.00	242	B14/2
Summerson	Elizabeth A.	Inst. Asst./Recreation	Transfer from Laguna Road (ASP) to Fisler (ASP)	4/9/18	60	19.50/wk	085	B11/3
Employee ID	746	Inst. Asst./Recreation	Unpaid Leave of Absence through 6/1/18	3/1/18	27	3.00	100	B11/6
Fonseca	Juan J.	Social Service Assistant	Voluntary demotion from State Preschool Service Assistant	3/12/18	20	8.00	212	B17/6
Fregoso	Ernest Jr.	Transporter/Custodian	Voluntary demotion from Stock Clerk/Transporter	4/18/18	50	8.00	531	B20/6
Glastetter	Kayla	Inst. Asst./Recreation	Voluntary reduction of hours from 18.00/wk to 14.00/wk	2/7/18	29	14.00/wk	100	B11/2
Ramirez	Roboam K.	School Office Manager	Working out of classification from Clerical Assistant II/BB as required through 6/1/18	3/1/18	12	8.00	403	B25/5

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 17/18-B031 THROUGH 17/18-B033 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 17/18-B031 through 17/18-B033 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that 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	-\$62,395
2000	Classified Salaries	-5,164
3000	Employee Benefits	-13,168
4000	Books and Supplies	57,411
5000	Services & Other Operating Expenses	23,316
	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 unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$54,418 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>
8181	Special Education – Entitlement per UDC	-\$31,237
8182	Special Education – Discretionary Grants	42,494
8699	All Other Local Revenue	43,161
	Total:	<u>\$54,418</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$14,443
2000	Classified Salaries	-52,934
3000	Employee Benefits	3,185
4000	Books and Supplies	141,417
5000	Services & Other Operating Expenses	-23,329
7000	Other Outgo	522
	Total:	<u>\$54,418</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for the Special Education Preschool and IDEA programs, and donations from various school sites, PTAs, and the Early Learning including PreSchool (ELIP) program. It also includes adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
2000	Classified Salaries	\$25,000
3000	Employee Benefits	6,300
4000	Books and Supplies	-24,000
5000	Services & Other Operating Expenses	-7,300
	Total:	<u>\$0</u>

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

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

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

Date: _____

By: _____

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation
SUBJECT: APPROVE PIGGYBACK BID #104-18 FOR NEWPORT-MESA UNIFIED SCHOOL DISTRICT FOR OFFICE AND SCHOOL SUPPLIES AND EQUIPMENT

Background: Newport-Mesa Unified School District Bid #104-18 for the purchase of office and school supplies and equipment awarded to Office Depot provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid #104-18 through March 27, 2019, inclusive of future renewal options through March 27, 2021.

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

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

Funding: Funding from the General Fund, not to exceed \$150,000.

Recommendation: Approve Piggyback Bid #104-18 for Newport-Mesa Unified School District for office and school supplies and equipment.

RC:MM:gs

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation

SUBJECT: **APPROVE PIGGYBACK BID #1706 WITH GARDEN GROVE UNIFIED SCHOOL DISTRICT WITH VERITIV FOR COPY PAPER FOR WAREHOUSE STOCK**

Background: Garden Grove Unified School District Bid #1706 for the purchase of copy paper for the Warehouse awarded to Veritiv provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid #1706 through June 30, 2018, inclusive of future renewal options through February 19, 2021.

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

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

Funding: Funding will be from the General Fund and Categorical Funds. Total purchases are not to exceed \$150,000.

Recommendation: Approve Piggyback Bid #1706 with Garden Grove Unified School District with Veritiv for copy paper for Warehouse stock.

RC:MM:gs

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance & Operations

SUBJECT: **APPROVE AGREEMENT WITH POCOCK DESIGN SOLUTIONS, INC., FOR CONSULTING MECHANICAL ENGINEERING SERVICES NECESSARY FOR THE PLACEMENT OF TWO 24 X 40 MODULAR CLASSROOMS AT GOLDEN HILL ELEMENTARY SCHOOL, REFERENCE PROJECT FSD 17-18-GF-10**

Background: The development of an enhanced arts program at Golden Hill Elementary School necessitates the addition of a new portable classroom which requires the services of a mechanical engineering firm.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. The services of a mechanical engineer will assist the architect in obtaining necessary approvals of drawings from DSA. The submitting of engineering drawings and calculations is necessary to secure mechanical engineering approvals of domestic water, sanitary waste, or sewer systems which must comply with the requirements of the California Plumbing Code.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractors Agreement (Exhibit A). The projected cost for consulting engineer services is not expected to exceed \$4,200, to be paid from the General Fund.

Recommendation: Approve agreement with Pocock Design Solutions, Inc., for consulting mechanical engineering services necessary for the placement of two 24 x 40 modular classrooms at Golden Hill Elementary School, reference Project FSD-17-18-GF-10.

RC:SS:ys

2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Pocock Design Solutions, Inc.**

hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **Mechanical Engineering Services** hereinafter referred to as “Services.”

2. Term. Contractor shall commence providing Services under this Agreement on **May 9, 2018**, and will diligently perform as required and complete performance by **August 30, 2018**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **four thousand six hundred dollars (\$4,200.00)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

Hourly Rates

Principal	\$200.00
Engineering	\$175.00
Project Manager	\$165.00
Sr. Designer	\$140.00
Designer	\$120.00
Cad Drafting	\$90.00
Clerical	\$70.00

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

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she

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

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

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

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

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

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

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

upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

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

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

Contractor:
Pocock Design Solutions, Inc.
14451 Chambers Road, Suite 210
Tustin, CA 92780
Attn: Tim Pocock, Principal

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

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

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

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

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

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

This Agreement is entered into this **8th day of May 2018**.

FULLERTON SCHOOL DISTRICT

By: _____
(Signature)

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

(Contractor Name)

By: _____
(Signature)

(Title) _____

On File _____
Taxpayer Identification Number

APR 20 2018



Consulting Engineers

April 20, 2018

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

Project: Golden Hills Elementary School Relocatables for Fullerton School District

Subject: Proposal for Consulting Mechanical Engineering Services

I am pleased to submit this proposal for the consulting services necessary for the design and construction for the above project.

PROJECT DESCRIPTION:

Provide new site water and sanitary waste or sewer and new plumbing TI work for two (2) new 24' x 40' relocatable buildings that has one (1) sink for Arts building and one (1) exterior drinking fountain. Project will be done in AutoCAD.

My understanding of the scope of the mechanical engineering work for this project is as follows.

1. **Plumbing Scope of Work:** Domestic water and sanitary waste or sewer systems which comply with the requirements of the California Plumbing Code.
 - a. Provide new one (1) classroom sink and one (1) drinking fountain for relocatable buildings as required per new architectural floor plans.
 - b. Provide new on site sanitary sewer and water piling to existing sewer and water and make point of connection.
 - b. Provide new condensate trap and piping to new drywell HVAC units.
2. **HVAC:** No services will be provided.
3. **Fire Sprinklers:** No services will be provided.
4. **Fire Hydrants:** No services will be provided.
5. **Landscape Irrigation:** No services will be provided.

Engineering Services:

For this scope of work, Pocock Design Solutions will provide the following services:

1. **Construction Document Phase:**
 - a. Provide one (1) site investigation for plumbing.
 - b. Prepare construction plans and final specifications.
 - c. Prepare typed final specifications utilizing the Master Specification system based upon the CSI format to include appropriate print type and page layout.
 2. **Bidding Phase:**
 - a. Respond to Architect with all clarifications of drawings and specifications. Do not telephone clarifications to bidders.
-

- b. Provide addenda as required to clarify drawings and specifications in a timely manner.
- 3. **Construction Administration Phase:**
 - a. Provide one (1) job site visits and construction observation reports.
 - b. Provide interpretations and clarifications of the plans and specifications.
 - c. Review the Contractor's submittals and shop drawings.
- 4. **Exclusions:**
 - a. Cost of printing of plans and specifications for bidding and construction purposes is excluded.

The proposed fee for these services is Four Thousand Two Hundred dollars (\$4,200.00). The breakdown of this fee is as follows:

1. Construction Document Phase	85% or \$3,570.00
2. Bidding Phase	5% or \$210.00
3. Construction Administration Phase	10% or \$420.00

Fees will be billed monthly for the percentage of the engineering services completed.

Additional services will be provided as requested and will be charged on the basis of the following rates.

Classification	Billing Rate
Principal	\$200.00
Engineer	\$175.00
Project Manager	\$165.00
Sr. Designer	\$140.00
Designer	\$120.00
Cad Drafting	\$ 90.00
Clerical	\$ 70.00

If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records.

Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Very truly yours,

Pocock Design Solutions, Inc.

**Tim Pocock
Principal**

Accepted for Fullerton School District

By: 

Date: 4/20/18

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Scott Schlabsz, Director of Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR DISTRICT BID NO.FSD 15-16-GFR-03 FOR PLAYGROUND SAFETY SURFACING MATERIALS AT RICHMAN ELEMENTARY SCHOOL (ROOM 31 AREA)

Background: On November 14, 2017, the Board of Trustees approved the award of a contract to The KYA Group, LLC, as part of a Piggyback Bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchase of furniture systems, interior finishing materials, and exterior landscaping beautification materials for Fullerton School District. This specific job was for the procurement of playground safety surfacing material at Richman Elementary School, KYA Services, LLC, Project No. 1-1-13147. This project is now complete.

Rationale: As this project is now determined to be 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 \$52,535.24 from the General Fund.

Recommendation: Approve Notice Of Completion For KYA Services, LLC, For District Bid No.FSD-15-16-GFR-03 for playground safety surfacing materials at Richman Elementary School (Room 31 area).

RC:SS: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 6403 27383**

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: Raymond Elementary School, 517 N Raymond Ave, Fullerton, CA 92831 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 8th day of May 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for interior finishing materials, and exterior landscaping beautification products at Richman Elementary School, for the procurement of Playground Safety Surfacing Material , KYA Services, LLC Project No. 1-1-13147.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph. D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR DISTRICT BID NO. FSD 15-16-GFR-03 TO SUPPLY SYNTHETIC TURF MATERIALS FOR RICHMAN ELEMENTARY SCHOOL (K1 AREA)

Background: On November 14, 2017, the Board of Trustees approved the award of a contract to KYA Group, LLC, as part of a Piggyback Bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03, for the purchase of furniture systems, interior finishing materials, and exterior landscaping beautification materials for Fullerton School District. This specific job was for the procurement of synthetic turf material at Richman Elementary School, KYA Services, LLC, Project No. 1-1-13148. This project is now complete.

Rationale: As this project is now determined to be 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 \$9,235.15 from the General Fund.

Recommendation: Approve Notice Of Completion for KYA Services, LLC, for District Bid No. FSD-15-16-GFR-03 to supply synthetic turf materials for Richman Elementary School (K1 area).

RC:SS: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 6403 27383**

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: Raymond Elementary School, 517 N Raymond Ave, Fullerton, CA 92831 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 8th day of May 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for interior finishing materials, and exterior landscaping beautification products at Richman Elementary School, to supply synthetic turf material, KYA Services, LLC Project No. 1-1-13148.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR REMOVAL OF VINYL-BACKED CARPET WITH THE INSTALLATION OF NEW CARPET SQUARE FLOORING FOR FULLERTON SCHOOL DISTRICT'S TRANSPORTATION OFFICE**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles for Fullerton School District. This specific job was to remove existing vinyl-backed carpet with the installation of new carpet square flooring. Progressive Surfacing Project No. 5- 6-12858. This project is now complete.

Rationale: As this project is now determined to be 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 \$2,072 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for removal of vinyl-backed carpet with the installation of new carpet square flooring for Fullerton School District's Transportation Office.

RC:SS: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 ~~6403~~ 27383**

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: Fullerton School District - Courtyard, 1401 W Valencia, 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 Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 8th day of May 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement and Repairs at Fullerton School District Transportation Office, remove existing vinyl backed carpet with the installation of new carpet square flooring, Progressive Surfacing Project No. 5-6 12858.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE CONTRACT TO REMOVE EXISTING GRASS SURFACE AND INSTALL SYNTHETIC TURF AT RICHMAN ELEMENTARY SCHOOL (K1 AREA)**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles for Fullerton School District. This specific job was to remove existing grass surface, supply and apply irrigation tie-in's, and the installation of synthetic turf—Progressive Surfacing Project No. 5- 6-13920. This project is now complete.

Rationale: As this project is now determined to be 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 \$12,765 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide contract to remove existing grass surface and install synthetic turf at Richman Elementary School (K1 area).

RC:SS: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 ~~6403~~ 27383**

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FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE CONTRACT TO REMOVE EXISTING SURFACE, RE-GRADE EXISTING BASE, AND INSTALL NEW PLAYGROUND SAFETY SURFACING AT RICHMAN ELEMENTARY SCHOOL (ROOM 31 PLAY AREA)**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles for Fullerton School District. This specific job was for the removal and disposal of existing surface, re-grade of existing base and install new playground safety surfacing. Progressive Surfacing Project No. 5- 6-13862. This project is now complete.

Rationale: As this project is now determined to be 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 \$12,125 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide contract to remove existing surface, re-grade existing base, and install new playground safety surfacing at Richman Elementary School (Room 31 play area).

RC:SS: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 ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

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FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: May 8, 2018

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

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

SUBJECT: **APPROVE THREE-YEAR CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BLACKBOARD INC., FOR MASS NOTIFICATIONS, TEACHER COMMUNICATIONS, AND BLACKBOARD MOBILE COMMUNICATIONS APP, EFFECTIVE APRIL 24, 2018, THROUGH JUNE 30, 2021**

Background: This is a contract for upgraded Blackboard Inc., services used Districtwide to communicate with all District contacts, provide parent notifications, and absence verification. The contract also includes an integrated mobile app. An agreement was originally approved by the Board of Trustees on January 17, 2006, and has been in effect since January 18, 2006. The District will continue with this three-year contract effective April 24, 2018, through June 30, 2021.

Rationale: The Blackboard Inc., notification system provides web-based communications with all District contacts and parents concerning student absences, important dates, changes in schedules, and most importantly, information about emergency situations.

Funding: The total cost of the three-year contract for Blackboard Inc., services including upgrades, implementation, and annual support fees, is \$156,390 from the General Fund.

Recommendation: Approve three-year contract between Fullerton School District and Blackboard Inc., for mass notifications, teacher communications, and Blackboard mobile communications app, effective April 24, 2018, through June 30, 2021.

RC:gs
Attachment

VOID IF EXECUTED AFTER: May 12, 2018
CUSTOMER: Fullerton School District

Blackboard®

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Fullerton School District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 07/01/2019-06/30/2020 (USD)	Initial Term Period #3 07/01/2020-06/30/2021 (USD)
13000	BC-MN	BLACKBOARD MASS NOTIFICATIONS	07-01-2018 - 06-30-2019	\$18,850.00	\$17,550.00	\$16,250.00
1	BC-MN-TAPP	TEACHER COMMUNICATION, 0 ACTIVE USERS	07-01-2018 - 06-30-2019	\$16,900.00	\$15,600.00	\$14,300.00
13000	MCA-APPI	BLACKBOARD MOBILE COMMUNICATIONS APP INTEGRATED	07-01-2018 - 06-30-2019	\$16,250.00	\$14,690.00	\$13,000.00
1	MCA-IMPL-APPI	IMPLEMENTATION: MCA INTEGRATED	04-24-2018 - 06-30-2019	\$4,500.00		
2	BC-MN-TRNOS	MASS NOTIFICATIONS: ONSITE TRAINING	04-24-2018 - 06-30-2019	\$4,400.00		
1	BC-MN-IMPL	IMPLEMENTATION: MASS NOTIFICATIONS	04-24-2018 - 06-30-2019	\$1,500.00		
1	WCM-TRAVEL-3	ONSITE TRAVEL EXPENSES (1-3 DAYS)	04-24-2018 - 06-30-2019	\$1,300.00		
1	BC-MN-TRNOL-ADV	MASS NOTIFICATIONS: ONLINE TRAINING (ADV/CUSTOM)	04-24-2018 - 06-30-2019	\$500.00		

1	BC-MN-TRNOL-BAS	MASS NOTIFICATIONS: ONLINE TRAINING (BASIC/INTERM)	04-24-2018 - 06-30-2019	\$400.00		
1	MCA-TRNOL	MCA: ONLINE TRAINING	04-24-2018 - 06-30-2019	\$400.00		
1	BC-MN-IMPL-TAPP	IMPLEMENTATION: TEACHER COMMUNICATION	04-24-2018 - 06-30-2019	\$0.00		
			Total	\$65,000.00	\$47,840.00	\$43,550.00

B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: April 24, 2018


C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

The parties agree that the fees indicated above shall be invoiced in 2 installments, as indicated below:

07-01-2018	\$52,000.00
04-24-2018	\$13,000.00

Sales Approved: Chris Prince
Initial: 

Customer: Fullerton School District
Signature:
Name:
Title:
Date:
Attach PO :
Attach Tax Exemption:

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: April 20, 2018

CONSENT ITEM

DATE: May 8, 2018

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

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

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY OF REDLANDS FOR DISCOUNTED TUITION FOR FULLERTON SCHOOL DISTRICT EMPLOYEES**

Background: The 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 academic programs offered through University of Redlands.

On January 17, 2017, the Board approved an affiliation agreement with the university which allowed employees to take courses through the institution at a 10% discounted rate. The university is offering a 15% tuition discount 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 partner facilities.

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 Corporate Partner Agreement between Fullerton School District and University of Redlands effective January 18, 2017 through January 31, 2020.

CH:nm
Attachment

Memorandum of Understanding

This Memorandum of Understanding (MOU) between the University of Redlands (herein referred to as “Redlands”) and Fullerton 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 Programs

MOU Partner employees, spouses and domestic partners of employees shall receive the tuition discount of 15% for programs offered by the School of Business.

School of Education Programs

MOU Partner employees, spouses and domestic partners of employees shall receive the tuition discount of 15% for programs offered by the School of Education.

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 30 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: The initial term of this agreement is (3) years, and shall automatically renew thereafter for successive one year periods. Either party may terminate this agreement upon 30 days written notice, which termination may be affected any time after the initial three-year term.

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 School District:

Date: _____

Address:

1401 W. VALENCIA DR
FULLERTON, CA 92833

Email:

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE AFFILIATION AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CALIFORNIA STATE UNIVERSITY, LONG BEACH

Background: California State University, Long Beach (CSULB) is a fully accredited institution of higher education. The District has a long-standing partnership with CSULB in support of their teacher preparation programs. At this time, the university wishes to renew its placement agreement with the District to enable candidates in their educational programs to secure practicum placements in schools within the District.

The terms of this agreement shall be effective immediately and may be terminated by either party with written notice.

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

Funding: No cost to Fullerton School District.

Recommendation: Approve Affiliation Agreement between Fullerton School District and California State University, Long Beach.

CH:nm
Attachment



EDUCATIONAL AFFILIATION AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Fullerton School District ("District").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the District shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District ("Party or Parties") agree as follows:

I. EDUCATIONAL PROGRAMS - The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Check all that apply:

- Exhibit A - Early Fieldwork, consisting of one (1) page
Exhibit B - Basic Credential Programs, consisting of five (5) pages
Exhibit C - Educational Administration, consisting of three (3) pages
Exhibit D - School Counseling, consisting of three (3) pages
Exhibit E - School Psychology, consisting of four (4) pages

II. GENERAL PROVISIONS

- A. Term of Agreement - The term of this Agreement shall be operative from date of full execution until terminated. Either Party may terminate this agreement upon thirty (30) days written notice.
B. Relationship of Parties - District (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University.
C. Indemnification - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless District (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

District shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of District's directors, officers, agents or employees in the performance of this Agreement.

- D. Insurance- Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$3,000,000 general aggregate, and workers compensation coverage as required by law.
E. Confidential Student Information- Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA).
F. Finger-Printing- If District determines that the services provided by University's students involve more than limited contact with District's students, University students shall be finger-printed as required by the District before services commence pursuant to California Education Code §45125.1.
G. Services Responsibility- District retains professional and administrative responsibility for services rendered at the District.
H. Tuberculosis Testing- If District determines that the services provided by University students involve more than limited contact with District's students, University students shall provide District the results of a recent tuberculosis test.

- I. **Student Safety and Personal Risk-** The District shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. **Governing Law –** This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- K. **Assignments -** This Agreement is not assignable in whole or in part.
- L. **Renewal -** This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- M. **Endorsement -** Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- N. **Fair Labor Standards Act and Displacement of Organization Employees –** It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the District.
- O. **Nondiscrimination -** During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- P. **Severability -** If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- Q. **Authority -** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- R. **Entire Agreement -** This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

UNIVERSITY:
 California State University, Long Beach
 1250 Bellflower Blvd., BH-346
 Long Beach, CA 90840-0123

DISTRICT:
 Fullerton School District
 1401 W Valencia Dr
 Fullerton, CA 92833

Phone Number *E-mail*

Authorized Signature *Date*

Authorized Signature *Date*

Name and Title

Print Name and Title

**CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT**

**Exhibit A
EARLY FIELDWORK**

WHEREAS, the District is authorized to enter into agreements with the University to provide early fieldwork experiences for students enrolled in University programs to prepare educational professionals,

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach

1250 Bellflower Blvd, BH-346

Long Beach, CA 90840

SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students educational experiences through early fieldwork placements in schools and classes of the District not to exceed the stipulations set forth in these Special Provisions. Such professional experiences shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Early fieldwork" as used herein and elsewhere in this agreement means participation in one or more of a variety of professional preparation activities, typically as a course requirement, under the direct supervision of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.

2. **Compensation:** There is no compensation by the University for the services of the District professional.
3. **Assignment:** The assignment of a student of the University for early fieldwork placements in schools or classes of the District shall be at the discretion of the University, with the agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.
5. **Termination:** The District may, for good cause, refuse to accept for early fieldwork any student of the University who requests an early fieldwork placement in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to an early fieldwork placement in the District. The University may, upon good cause, withdraw from an early fieldwork placement at any time any student of the University assigned to an early fieldwork placement in the District.

DISTRICT AFFILIATION AGREEMENT

Exhibit B

BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

WHEREAS, the District is authorized to enter into agreements with the University, to provide single subject, multiple subject, and/or education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the Master Teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach
1250 Bellflower Blvd, BH-345
Long Beach, CA 90840

SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, the University may pay the District for the performance by the District for all services required to be performed under this agreement at the rates set forth below for each semester unit of practice teaching. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by the University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the practice teaching experience.

3. **Assignment:** An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. An assignment is typically for approximately eight (8) weeks or for approximately twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the District shall receive payment for an assignment for eight (8) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, the District, within 45 days following the close of each semester or quarter of the University, shall submit an invoice and stipend report to the University for payment at the rate provided herein for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The Master Teacher Stipend Report shall be executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. A sample stipend report is attached.

The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

5. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to practice teaching in the District. The University may, upon good cause, withdraw from practice teaching at any time any student of the University assigned to practice teaching in the District.

SCHOOL DISTRICT

By: _____

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20____.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University on behalf of California State University, Long Beach, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

(District)

(County)

By _____
Clerk, Secretary (strike one) of the Governing Board of the School District

BILLING PROCEDURES

After the agreement has been fully executed:

1. The University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to program offices for Multiple Subject or Single Subject. It is imperative that the subject matter be included on the mailing address to avoid any delays in invoice processing.**

College of Education
1250 Bellflower Blvd.
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to the University Accounts Payable.
3. There is no direct transaction between the University and the Master Teachers. The contractual arrangement is between the University and the District.

DISTRICT AFFILIATION AGREEMENT
Exhibit C
EDUCATIONAL ADMINISTRATION PROGRAM

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for graduate students in the Educational Administration Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the Educational Administration Credential and would further the professional training of such students; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the students as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the student shall be eligible for fieldwork only after formal review and recommendation by the program.
4. The UNIVERSITY will assure that acceptance of the student will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELDWORK SITE.
5. The UNIVERSITY will assure that the student will participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.
6. The UNIVERSITY may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

RESPONSIBILITIES OF THE STUDENT

1. The student will conform to the administrative policies, standards and practices of the FIELDWORK SITE and to the ethical and legal standards of the profession.
2. The student shall identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at the FIELDWORK SITE.
3. The student will provide his/her own transportation to the FIELDWORK SITE.
4. The student will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
5. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
6. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the Educational Administration Program Standards.
7. The student will provide the supervising school administrator at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
8. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements into the fieldwork experience.
9. The student will obtain a written evaluation of performance from the FIELDWORK SITE supervisor at least once each assignment and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork assignment.
10. The student will notify the FIELDWORK SITE of illness, accident, or any other situation which does not allow the student to meet the prearranged program at the FIELDWORK SITE.
11. The student will inform the UNIVERSITY of any changes in the on-site schedule.
12. Students (and faculty advisors) are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

RESPONSIBILITIES OF THE FIELDWORK SITE

1. The FIELDWORK SITE will provide opportunities for the student to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the student to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The FIELDWORK SITE will accept no more graduate students from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two students.
5. The FIELDWORK SITE will provide the student with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices.
6. The FIELDWORK SITE will designate one school administrator who has at least two years experience in school administration to serve as the primary supervisor. The student may also work with other experienced school administrators for specific activities.
7. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school administrator engaging in broad and diverse service delivery.
8. The FIELDWORK SITE agrees that the designation of fieldwork supervisor is subject to the approval of the UNIVERSITY.
9. The FIELDWORK SITE supervisor will evaluate student competencies, oversee all student professional activities in the district, and provide guidance throughout the student's professional growth and development.
10. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the student's performance with written reports of that evaluation near the end of each university semester.
11. The FIELDWORK SITE assures that the student will receive ongoing supervision, especially at the beginning of the fieldwork experience.
12. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any fieldwork assignment when the student's performance is unsatisfactory, when personal characteristics prevent relationships within the FIELDWORK SITE, or when health status is a detriment to the student's successful completion of the fieldwork assignment. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.

DISTRICT AFFILIATION AGREEMENT

Exhibit D

SCHOOL COUNSELING PROGRAM

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the School Counseling credential and would further the professional training of such candidates; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the candidates as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the candidate regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the candidate shall be eligible for fieldwork only after formal review and recommendation.
4. The UNIVERSITY will assure that acceptance of the candidate for fieldwork will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the candidate will participate in the fieldwork placement for the duration of the agreed upon semester(s).
6. The UNIVERSITY and the FIELDWORK SITE agree that selection and placement of candidates shall not discriminate against a candidate for reasons of race, sex, creed, color or age.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

RESPONSIBILITIES OF THE CANDIDATE DURING FIELDWORK

1. If required for employment **with** the school district, the candidate will forward to the FIELDWORK SITE the Pupil Services School Counseling Credential or the Pupil Personnel Services School Counseling Internship Credential.
2. The candidate will conform to the administrative policies, standards and practices of the FIELDWORK SITE, and to the ethical and legal standards of the profession.

3. The candidate shall identify himself/herself to the public as a candidate in the CSULB School Counseling Program.
4. The candidate will provide his/her own transportation to the FIELDWORK SITE.
5. The candidate will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
6. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
7. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the School Counseling Program Standards.
8. The candidate will provide the supervising school counselor at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
9. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements in the fieldwork experience.
10. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The candidate will obtain a written evaluation of performance from the FIELDWORK SITE supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
12. The candidate will notify the FIELDWORK SITE of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at the FIELDWORK SITE.
13. The candidate will inform the UNIVERSITY of any changes in the on-site schedule.
14. Candidates and faculty advisors are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

RESPONSIBILITIES OF THE FIELDWORK SITE

1. The FIELDWORK SITE will provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.
4. The FIELDWORK SITE will accept no more candidates from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervising school counselor will provide concurrent supervision for no more than two candidates.

5. The FIELDWORK SITE will provide the candidate with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The FIELDWORK SITE will assure that the candidate will be free to participate in university seminars regarding the fieldwork experience and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The FIELDWORK SITE will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
8. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.
9. The FIELDWORK SITE agrees that the designation of a fieldwork supervisor is subject to the approval of the UNIVERSITY.
10. The FIELDWORK SITE supervisor will evaluate candidate competencies, oversee all candidate professional activities in the district, and provide guidance throughout the candidate's professional growth and development.
11. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
12. The FIELDWORK SITE assures that the candidate will receive face-to-face supervision for a minimum of one hour per week, although more hours per week may be needed, especially at the beginning of the fieldwork experience.
13. The FIELDWORK SITE assures that the workload of the candidate will not exceed fifty (50) percent of what a credentialed school counselor would work; candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between the FIELDWORK SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The FIELDWORK SITE assures that the candidate will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate work space (including privacy for meetings), appropriate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any candidate whose performance is unsatisfactory, whose personal characteristics prevent relationships within the FIELDWORK SITE, or whose health status is a detriment to his/her successful completion of the fieldwork experience. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.

DISTRICT AFFILIATION AGREEMENT

Exhibit E

SCHOOL PSYCHOLOGY PROGRAM

WHEREAS, INTERNSHIP SITE is able to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY and;

WHEREAS, this experience is the culminating educational experience leading to the School Psychology Credential and would further the professional training of such interns, and;

WHEREAS, INTERNSHIP SITE believes the services to be provided by the interns as part of their learning experience would be of benefit to INTERNSHIP SITE, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the INTERNSHIP SITE for their internship.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the INTERNSHIP SITE.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the INTERNSHIP SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the INTERNSHIP SITE supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the INTERNSHIP SITE agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the INTERNSHIP SITE.

RESPONSIBILITIES OF THE INTERN

1. If required for employment with the school district, the intern will forward to the INTERNSHIP SITE the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).
2. The intern will conform to the administrative policies, standards and practices of the INTERNSHIP SITE, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the INTERNSHIP SITE.
5. The intern will obtain prior written approval of the INTERNSHIP SITE and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the INTERNSHIP SITE with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The intern will obtain a written evaluation of performance from the INTERNSHIP SITE supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the internship course.
12. The intern will notify INTERNSHIP SITE of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the INTERNSHIP SITE.
13. The intern will inform the UNIVERSITY of any changes in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential INTERNSHIP SITE to determine any unique or unusual personal safety issues, which may be present.

RESPONSIBILITIES OF THE INTERNSHIP SITE

1. The INTERNSHIP SITE will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The INTERNSHIP SITE will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.
3. The INTERNSHIP SITE will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The INTERNSHIP SITE will accept no more interns or graduate students from the UNIVERSITY than the INTERNSHIP SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.
5. The INTERNSHIP SITE will provide the intern with a thorough orientation to the INTERNSHIP SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The INTERNSHIP SITE will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The INTERNSHIP SITE will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The INTERNSHIP SITE will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The INTERNSHIP SITE agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The INTERNSHIP SITE supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The INTERNSHIP SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The INTERNSHIP SITE assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The INTERNSHIP SITE assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the INTERNSHIP SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The INTERNSHIP SITE assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.

15. The INTERNSHIP SITE assures that the intern will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.

16. The INTERNSHIP SITE may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the INTERNSHIP SITE, or whose health status is a detriment to his/her successful completion of the internship. Prior to cancellation or termination, the INTERNSHIP SITE and the UNIVERSITY will consult about the proposed action.

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WINSOR LEARNING INC., FOR TEACHER TRAINING ON OCTOBER 15, 2018 AND OCTOBER 30, 2018**

Background: Winsor Learning provides research-based reading foundation curriculum (Sonday System) for students receiving special education services. To appropriately and effectively support Resource Specialist Teachers and instruction, Resource Specialist staff will need to understand how to deliver instruction aligned to research-based strategies in the areas of phonological awareness, phonics, fluency, vocabulary, and reading comprehension.

Rationale: Teachers will benefit from a two-day professional development on this standards-based academic program that utilizes research-based instructional strategies for special education. Sonday is an Orton-Gillingham based, systematic, explicit, sequential, and cumulative multi-sensory language instruction program which cements student learning into long-term memory. The system is easy for instructors to use and contains a check for knowledge, five (5) pre-reading and 36 reading levels, mastery checks, and templates for creating personal learning plans.

Funding: Cost not to exceed \$5,500 and is to be paid from the Special Education Unrestricted General Fund.

Recommendation: Approve Agreement between Fullerton School District and Winsor Learning Inc., for teacher training on October 15, 2018 and October 30, 2018.

EF:RG:vm
Attachment

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PREMIER HEALTHCARE SERVICES, INC., FOR LICENSED VOCATIONAL NURSE SUPPORT BY A PRIVATE DUTY LICENSED VOCATIONAL NURSE EFFECTIVE MAY 9, 2018 THROUGH JULY 5, 2019**

Background: Although parent acknowledges that the District has qualified staff to provide student with health and nursing services, parent prefers that their private insurance carrier, Premier Healthcare, provide health and nursing services to student while at school. Premier Healthcare provides 40 hours per week of nursing care for student. These hours are inclusive of school and home support.

Rationale: In an effort to provide ongoing safety, student requires a licensed healthcare professional to address her Individual Healthcare Plan (IHP).

Funding: Premier Healthcare Services agrees to fund and provide a Premier nurse to accompany student while at school at no cost to the District.

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

Recommendation: Approve Agreement between Fullerton School District and Premier Healthcare Services, Inc., for Licensed Vocational Nurse support by a private duty Licensed Vocational Nurse effective May 9, 2018 through July 5, 2019.

EF:RG:vm



Proposal For: (Good until December 31, 2018.) **Submit Purchase Orders to:**

District/School:	Fullerton School District, CA	Winsor Learning, Inc.
Contact:	Robin Gilligan	3001 Metro Dr, Suite 480
Phone:	(714) 447-7502	Bloomington MN 55425
Date Submitted:	16-Apr-18	Tel: 800.321.7585
Submitted By:	Amanda Burnette	Fax: 651.222.3969

Professional Services	Training Description			
Sonday System 1 Installation Training Scheduled for October 15, 2018	Sonday System 1 Reading Intervention This training will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System®1 Reading Intervention Program. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.			
Sonday System 2 Installation Training Scheduled for October 30, 2018	Sonday System 2 Reading Intervention This training will build on the Multisensory Teaching Methodology introduced in Sonday System 1. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Syllable Types, Syllable Division, Prefixes, Suffixes With Governing Rules, Roots, Contractions, Non-Phonetic Words, Vocabulary and Comprehension.			
Professional Services	# Days	Fee	Total	
Professional Services Total	2	\$ 2,750.00	\$ 5,500.00	
Materials and Services Total			\$ 5,500.00	

Terms and Conditions

By accepting this proposal you are accepting the following terms and conditions:

1. EVERY participant in any Sonday System training or professional development *must have their own* Sonday System kit to use for that training.
2. Maximum number of participants is thirty (30) with kits, per training day.
3. Payment in full will be required for any training or coaching cancelled less than 30 days prior to scheduled date.
4. Above fees include all related consulting preparation, travel fees and expenses, administrative costs and insurance.

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Anthony Abney, Principal, Maple School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LITERACY PARTNERS TO PROVIDE ONGOING PROFESSIONAL DEVELOPMENT FOR READING AND WRITING WORKSHOP AT MAPLE SCHOOL DURING THE 2018/2019 SCHOOL YEAR**

Background: Maple School has made significant investments this year to increase high-quality Tier 1 and Tier 2 instruction in reading and writing through our new Balanced Literacy program. Reading Workshop implementation is the cornerstone of our plan to personalize reading instruction and build a love of reading in all of our students. Reading Workshop focuses on the goal of building lifelong readers. All staff members have voluntarily attended two full days of a “home-grown” Reading Workshop Institute, as well as multiple Wednesday professional developments. The principal has also taken ALL staff through multiple Reading Workshop teaching reflection cycles, in which the principal observes, provides feedback, and reflects on the lesson with the teacher. Maple has also invested significantly in creating robust leveled libraries in each classroom to augment Reading Workshop.

Literacy Partners will build on teachers’ strong, balanced literacy knowledge base and help teachers plan high-level integrated units of study throughout the school year. They will also collaborate with teachers to design yearlong literacy plans, aligned with the guaranteed and viable Common Core standards, and provide reading and writing workshop lab sites and one-on-one coaching.

Rationale: By partnering with Literacy Partners for the 2018/2019 school year, Maple will build on its already strong focus on balanced literacy. Literacy Partners will work with teachers and PLCs to develop and implement strong, integrated units of study in Reading and Writing while taking each teacher through multiple reflection cycles. Teachers will immediately implement the units of study they create and receive systematic feedback from Literacy Partners, other teachers, and the principal. Because of the current structure of PE-supported PLC time, there will be little need to supply substitutes for this ongoing, personalized training.

Funding: Cost is not to exceed \$30,000 to be paid from site funds (#212). There will be no substitute requirements.

Recommendation: Approve Agreement between Fullerton School District and Literacy Partners to provide ongoing training for Balanced Literacy at Maple School for the 2018/2019 school year.

EF:AA:nm
Attachment



April 17, 2018

Anthony Abney
Maple Elementary School
244 E. Valencia Drive
Fullerton, CA 92832

Re: Literacy Partners Service Agreement

Dear Mr. Abney,

This letter sets forth the agreement between Maple Elementary School and Literacy Partners for professional development services to be rendered by Literacy Partners to the School as set forth in more detail hereinbelow. The specific arrangements outlined here were developed over the past weeks through conversations between Literacy Partners and School personnel.

Your School has agreed to purchase, and hereby promises to pay for, services from Literacy Partners totaling \$30,000.00.

Scope of Work:

20 on site professional development days to support teachers with balanced literacy, reading and writing workshop

TOTAL: \$30,000.00

Service Dates

To be agreed upon by Literacy Partners and School at a later date and incorporated herein by this reference.

Rescheduling

The Service Dates, once scheduled, are firm dates agreed upon by You and Literacy Partners. Request(s) to reschedule any of the dates made at least thirty (30) days in advance will be accommodated and rescheduled without penalty. Request(s) to reschedule any of the dates made

less than thirty (30) days in advance will be considered for accommodation and rescheduled at the sole discretion of Literacy Partners and may include a rescheduling charge of one thousand dollars (\$1,000.00). You will not receive a refund for any request(s) to reschedule dates made less than thirty (30) days in advance that cannot be accommodated by Literacy Partners at Literacy Partner's sole discretion. Request(s) to reschedule any of the dates made less than seventy-two (72) hours in advance, will not be accommodated, will be considered cancelled, and no refund shall be provided for the cancelled date(s).

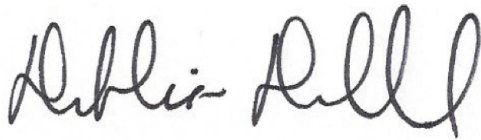
Payment

Literacy Partners sends billing statements on a monthly basis. Payment thereon shall be made by You within thirty (30) days of being invoiced. Literacy Partners reserves the right to add a 10% late fee to all unpaid invoices after thirty (30) days. Thereafter, unpaid invoices shall continue to accrue additional interest at a rate of ten percent (10%) per annum, which corresponds to a monthly periodic rate of 0.83% following sixty (60) days after the billing date.

If the information contained herein is correct and You are in agreement with the terms of same, please sign below and return to Literacy Partners at your earliest convenience. If there is a discrepancy between the specific details in this letter and your understanding of our agreement please email me immediately.

We have a commitment to making this work productive & making a difference in your school.

Sincerely,



Dahlia Dallal

Founding Director
Literacy Partners

The undersigned represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this agreement. By executing below, the undersigned hereby agrees to be bound by the terms, provisions and conditions of this agreement as set forth hererinabove.

Maple Elementary School, Fullerton CA

By: _____

Dated: _____

Its: _____

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY ADDENDUM TO 2017/2018 AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PROVIDENCE SPEECH AND HEARING CENTER FOR SERVICES EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018**

Background: Board approval was granted on September 5, 2017 (Board Agenda Item #1o) for the agreement with Providence Speech and Hearing Center. Amendment is requested to add rates per Providence Speech and Hearing Center.

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

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

Recommendation: Approve/Ratify Addendum to 2017/2018 Agreement between Fullerton School District and Providence Speech and Hearing Center effective July 1, 2017 through June 30, 2018.

EF:RG:vm
Attachment

ADDENDUM #1

NONPUBLIC SCHOOL MASTER CONTRACT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND PROVIDENCE SPEECH AND HEARING CENTER

This addendum is being submitted per Providence Speech and Hearing Center to add rates on board item originally submitted and Board approved on September 5, 2017 (Item #1o). All other information to remain as originally submitted.

Original contract rates:

(1) Central Auditory Processing, Comprehensive	\$2,050	each
(2) Speech Therapy	\$96.41	per 60 min
(3) Occupational Therapy	\$112.27	per 60 min
(4) Audiology Consultation	\$135	per 60 min

Additional contract rates:

(1) Comprehensive Vestibular Evaluation	\$1,200	each
(2) Audio Evaluation	\$600	each
(3) Consultation and School Observation	\$150	per 60 min

Robert Pletka, Superintendent
Fullerton School District

Date

Providence Speech and Hearing Center

Date

Prepared by: _____
Robin Gilligan

CONSENT ITEM

DATE: May 8, 2018

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

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

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SANTA ANA UNIFIED SCHOOL DISTRICT FOR THE SUMMER ENRICHMENT SPEECH AND DEBATE PROGRAM FROM JULY 2 – 27, 2018**

Background: The Fullerton School District (FSD) has an established partnership with Santa Ana Unified School District (SAUSD), whereby FSD students from Nicolas Jr. High School currently participate in Speech and Debate tournaments hosted by SAUSD. Over the last year, Nicolas JHS Speech and Debate students have increased their listening, speaking, and communication skills through their involvement in SAUSD Speech and Debate tournaments. The Fullerton School District would like to offer the Speech and Debate experience to students with the goal of (1) increasing student's ability to think and listen critically, and articulate their thoughts confidently and persuasively. (2) Increasing student problem-solving abilities and overall academic performance. (3) Increase student confidence under pressure, and (4) Help students think quickly on their feet.

Rationale: The Summer Speech and Debate camp will encourage students to compete on their school's Speech and Debate team during the 2018/2019 school year. Through this camp, students will engage in rhetoric and public speaking while they expand their vocabulary, presentation skills, and confidence. More specifically, students will learn the proper use of hand gestures, vocal inflection, non-verbal skills, vocal projection, research skills, sentence structure, argumentation, logical writing, proper use of visual aids, principals of acting, elements of comedy and memorization skills. Student will also learn effective interpersonal communication skills and relationship building skills.

Funding: Cost not to exceed \$40,000 and is to be paid from Unrestricted General Funds (#384).

Recommendation: Approve Agreement between Fullerton School District and Santa Ana Unified School District for the summer enrichment Speech and Debate Program from July 2 – 27, 2018.

EF:nm
Attachment

Program Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Fullerton School District, 1401 W. Valencia Drive, Fullerton, CA 92833 hereinafter referred to as “PROGRAM RECIPIENT.”

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided to PROGRAM RECIPIENT:** Up to 50 students may attend the DISTRICT’s summer enrichment speech and debate program. The program goes from 8:00 AM to 12:00 PM Monday through Friday, excluding July 4, 2018.

2. **Term:** PROGRAM RECIPIENT shall commence receiving services under this AGREEMENT on **7/2/2018** and will diligently perform as required and complete performance by **7/27/2018**.

3. **Compensation:** PROGRAM RECIPIENT agrees to pay the DISTRICT \$800 per student for up to 50 students, for services satisfactorily rendered pursuant to this AGREEMENT for a total fee not to exceed Forty Thousand Dollars (\$40,000).

4. **Invoices:** DISTRICT will submit an invoice to the PROGRAM RECIPIENT and payment shall be made within 30 days of the invoice date.

5. **Copyright/Trademark/Patent:** PROGRAM RECIPIENT understands and agrees that all matters produced under this AGREEMENT are the property of DISTRICT and cannot be used without DISTRICT’s express written permission.

6. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT. Written notice by DISTRICT shall be sufficient to stop further services. Notice shall be deemed given when received by the PROGRAM RECIPIENT or no later than three days after the day of mailing, whichever is sooner.

7. **Hold Harmless:** PROGRAM RECIPIENT 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 PROGRAM RECIPIENT or any person, firm or corporation employed by the PROGRAM RECIPIENT, 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 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 PROGRAM RECIPIENT, or any person, firm or corporation employed by the PROGRAM RECIPIENT, 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.

8.. **Insurance:** Each party shall retain self-insurance for the duration of the services to be provided.

9. **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.

10. **Nondiscrimination:** PROGRAM RECIPIENT agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11. **Non Waiver:** The failure of DISTRICT or PROGRAM RECIPIENT 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.

12. **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:
Santa Ana Unified School District
1601 E. Chestnut Ave
Santa Ana, CA 92701

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

12. **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.

14. **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.

15. **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.

16. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF APRIL, 2018.

DISTRICT:

PROGRAM RECIPIENT:

By:

By:

Signature

Signature

Manoj Roychowdhury

Printed Name

Printed Name

Assistant Superintendent, Business
Services

Title

Title

Date Signed

Date Signed

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION THIRD QUARTER REPORT FOR 2017/2018

Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report reflects monitoring of teacher assignments by the OCDE from January 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 Third Quarter Report for 2017/2018.

CH:nm
Attachment



April 27, 2018

To: Robert Pletka, Ed.D., Superintendent, Fullerton School District
From: Nicole Savio Newfield, Administrator, Community and Student Support Services
Subject: Williams Settlement Legislation 3rd Quarter Report

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2017-18 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2018. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

THIRD QUARTER REPORT

School Accountability Report Card

- In March 2018, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2017-18 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

Teacher Assignment Monitoring

- In February 2018, OCDE conducted reviews to identify any teacher misassignments or vacancies at schools in deciles 1-3. Results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2017.

Upcoming Quarter

- Uniform Complaint Procedure reporting

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

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

NSN:ts

Enclosures

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
3rd Quarter Report 2017-18
Fullerton School District

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION

The SARCs published in 2017-18 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Commonwealth Elementary	March 12, 2018	Yes	N/A	Yes	N/A
Orangethorpe Elementary	March 12, 2018	Yes	N/A	Yes	N/A
Pacific Drive Elementary	March 12, 2018	Yes	N/A	Yes	N/A



Orange County Department of Education
Williams Settlement Legislation
 3rd Quarter Report 2017-18
 Fullerton School District

TEACHER ASSIGNMENT MONITORING

School	Teacher Misassignments ¹	Teacher Misassignments Corrected	English Language Learner Misassignments	Teacher Vacancies ²	Teacher Vacancies Filled
Commonwealth Elementary	0	0	0	0	0
Orangethorpe Elementary	0	0	0	0	0
Pacific Drive Elementary	0	0	0	0	0

Respectfully submitted,



 Nicole Savio Newfield
 Administrator, Community and Student Support Services

4/27/18

 Date

¹ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

² A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FACILITRON, INC., FOR ONLINE FACILITIES STOREFRONT, EFFECTIVE MAY 9, 2018, THROUGH JUNE 30, 2019

Background: The Fullerton School District has been utilizing the same program for facility use since 2010, and this program no longer meets the needs of the District and the ever-increasing number of requests received for the use of District facilities. Facilitron, Inc., will set up a website for all District buildings and manage requests, provide customer service for both the District and end users, manage insurance requirements, and process payments.

The initial term of this agreement is from May 9, 2018, to June 30, 2019. Thereafter, the agreement shall continue on a month-to-month basis unless terminated by either party. The District may cancel this agreement at any time.

Rationale: Due to the number of requests received by the District for the use of facilities, it is not feasible to continue using the same program and limited staff. In addition, with Facilitron in place, the District will be in a position to more aggressively encourage the use of facilities as well as recoup more of the actual costs.

Funding: There are no up-front costs for services. Per Exhibit A, commissions of 6% to 12% of the total client fee amount per transaction will be deducted from the proceeds of facility use payments.

Recommendation: Approve agreement between Fullerton School District and Facilitron, Inc., for online facilities storefront, effective May 9, 2018, through June 30, 2019.

RC:SS:mm
Attachment

**Fullerton School District and Facilitron, Inc.
Online Facilities Use Storefront Agreement**

This Online Facilities Use Storefront Agreement (this "Agreement") is made and entered into as of May 9th, 2018 (the "Effective Date"), by and between Fullerton School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

A. WHEREAS, the Company is the operator of an Internet website which provides its customers with a web storefront for the presentation and permitting of the use of facilities; and

B. WHEREAS, the Client desires to present and permit the use of its facilities on a storefront hosted by the Company ("the "Client Facilities Use Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - (a) **"Company Site"** shall mean the Company's website maintained at www.facilitron.com and any successor or supplemental locations.
 - (b) **"Client Site"** shall mean Client's website maintained at: <http://www.myfsd.org> and any successor or supplemental locations.
 - (c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses Company's Site.
 - (d) **"Client Facilities"** shall mean the facilities that the Client intends to use.
 - (e) **"Online Facilities Use Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of using Client Facilities to End-Users (www.facilitron.com/fsd92833) and any successor or supplemental locations).
 - (f) **"Services"** shall mean the act of setting up and populating Online Facilities Storefront and Client Facilities for presentation and permitting of facilities use, providing additional offerings facilitating usage transactions, such as liability insurance, taking request orders, processing of payments and disbursements, and providing the customer support.
 - (g) **"Transaction"** as used in the Exhibit "A" herein shall mean the total of each reservation by an End-User. For example, if a reservation is made that includes 20 uses of a Client Facility, the "Transaction" will be the total costs associated with all 20 uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and arrange use of Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting usage and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client's limited payment collection agent and that Company's obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities usage, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit "A", which is attached hereto and incorporated herein by reference.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client's board policies. Company shall remit all collected Client Fee payments for completed facility use minus applicable commission and any End User refunds by a check to the Client on a Monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

(d) Audit. Upon at least 10 calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility use websites equipped with facility use application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functional and actionable, (c) providing account

management and customer personnel as are reasonably necessary to perform, maintaining and managing the services provided thereby, (d) coordinating all administrative functions associated with the Services, and (e) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, Client's reasonable requests, and all applicable law, in providing the Services.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated facility use availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks: Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, nontransferable, revocable license to use the Client trademarks ("Client Marks") solely on the Online Facilities Use Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of the herein-granted license for any reason, the Company agrees to promptly discontinue use of the Client Marks.

(b) The Company's trademarks (the "Company Marks") are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts to not do or suffer to be done any act or thing which will in any way impair the rights of the Company in and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of the herein-granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that all individual, aggregate and personally-identifiable customer data and information about the End Users collected by Company complies with all applicable laws

and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company agrees to comply with Washington Education Code Section 42.17.310, the mandatory provisions of which are incorporated herein by reference. Company shall post, on at least the main page of the Online Facilities Use Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company will ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that such information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information and the need to know is reasonably associated with the business associated with the Agreement. Except as permitted in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information; provided, however, that Recipient shall be entitled to retain such originals and copies of Confidential Information of the Disclosing Party as Recipient shall reasonably conclude are necessary to Recipient's use and exploitation, as permitted by this Agreement, of any rights retained by Recipient following such termination, cancellation, expiration or request..

9. Representations and Warranties.

(a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:

(i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of Client or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter

executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be the valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Use Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

(a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"), starting **May 9, 2018 to June 30, 2019**. Company will be the provider of Client Facilities Use Storefronts for the Term, unless terminated early per Paragraph 10(b).

Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Notices. All notices and consents required to be given or made by the Parties shall be in writing and shall be deemed validly given if delivered by hand or sent by registered mail, return receipt requested, or confirmed facsimile to the following addresses:

If to Client:

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
714-447-7440

If to the Company:

Chief Executive Officer
Facilitron, Inc.
PO Box 1935
Los Gatos, CA 95031-1935
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Santa Clara County, California.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence, of the nonperforming Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

“CLIENT”

“COMPANY”

Fullerton School District

Facilitron, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A” Company Fee Options

The Client shall determine the pricing for its facilities use, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”).

The Client shall select from one of the following End User service fee/commission options (*note: the Client may change the original selection at any time, even after the service has started, for all new reservations*):

Option 1: commission (default)

“The Client agrees to pay the Company a commission of 6% to 12% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment. Company shall remit all collected Client Fee payments for completed facility use minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

The commission paid by the Client is based on the Client Fee amount charged by the Client in each bracket as follows:

On Transaction amount over	But equal or less than	Service Fee
\$0	\$500	12%
\$500	\$1,000	11%
\$1,000	\$1,500	10%
\$1,500	\$2,000	9%
\$2,000	\$2,500	8%
\$2,500	\$3,000	7%
\$3,000		6%

Example 1: Client Fee \$50. Service Fee/Commission = $\$50 \times 12\% = \6.00

Example 2: Client Fee \$625. Service Fee/Commission = $\$500 \times 12\% + \$125 \times 11\% = \$73.75$

Option 2: pass-through

“Company shall charge End Users a service fee in the amount of 6% to 12% of the total Client Fee amount per Transaction. Company shall remit all collected Client Fee payments for completed facility use minus any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

The service fee charged to the End User is based on the total Client Fee amount charged by the Client in each bracket as in the table above.

Option 3: split

“Company shall charge End Users a service fee in the amount of 5% of the total Client Fee amount per Transaction. The Client agrees to pay the Company a commission of 5% of the total Client Fee amount per Transaction, which shall be deducted from the Client’s payment. Company shall remit all collected Client Fee payments for completed facility use minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

In the Option 3 example above the flat 10% fee is split equally between the Client and End User. However, if Option 3 is chosen the Client may **select any split that totals 10%** (from 10% Service Fee & 0% commission to 0% & 10% and anything in between - for example: 5.7% Service Fee and 4.3% commission).

Company does not charge any fees for internal or any other bookings that result in a \$0 total fee to the requester.

Client has the ability to change facility use request prices and fees at any time, and the Company’s service fee and commission will be automatically adjusted accordingly. For example, if the Client adjusts prices and fees for a particular reservation to \$0 then the Company’s service fee and commission will automatically adjust to \$0.

Option 1 (commission) will be used if section below is left blank.

Fee Option Selection for Initial implementation

Client selects Option _____ Split (if Option 3): Commission _____% Service Fee _____%

(Please Initial):

Client _____

CONSENT ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE PLACEMENT AGREEMENT WITH BRANDMAN UNIVERSITY
EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2021**

Background: Brandman University is an extension of the Chapman University System, and is a fully accredited institution of higher education. The District has a long-standing partnership with Chapman University and Brandman University in support of their teacher preparation programs. At this time, Brandman University wishes to renew its teacher placement agreement with the District to enable their students the opportunity to complete their practicum in schools within the District.

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

Funding: No cost to Fullerton School District.

Recommendation: Approve Placement Agreement with Brandman University effective July 1 2018, through June 30, 2021.

CH:nm
Attachment

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Fullerton School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Fullerton School District
 1401 W. Valencia Drive
 Fullerton, CA 92833
 Attn: Nina Mota, Administrative Assistant
 Tel: (714) 447-7450

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

CONSENT ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Kristen Holm, Principal, Richman School

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR RICHMAN STAFF TO ATTEND THE TEACHING OF READING INSTITUTE AT TEACHERS COLLEGE, COLUMBIA UNIVERSITY, NEW YORK, AUGUST 5-11, 2018**

Background: On March 6, 2018, the Board of Trustees approved an out-of-state conference attendance for Richman staff to attend the Teaching of Reading Institute at Teachers College, Columbia University, New York, June 25-29, 2018.

Rationale: Four teachers were approved to attend on June 25-29, 2018 and now only two are accepted at the Teaching of Reading Institute at Teachers College. The other two teachers have been accepted to the same program on August 5-11, 2018.

By sending the principal and four teachers to the Teaching of Reading Institute at Teachers College, Richman School will be solidifying the principal-provided professional development strategically implemented all year as well as expanding each teacher's ability to effectively deliver engaging, relevant Tier 1 and Tier 2 literacy instruction. All upper-grade PLCs are sending representatives to the institute so that the representatives can lead the work next school year.

Funding: Cost is not to exceed \$3,500 to be paid from site funds (#212). There will be no substitute requirements.

Recommendation: Approve out-of-state conference attendance for Richman staff to attend the Teaching of Reading Institute at Teachers College, Columbia University, New York, August 5-11, 2018.

EF:KH:nm

DISCUSSION/ACTION ITEM

DATE: May 8, 2018

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION #17/18-21 AUTHORIZING THE IMPOSITION AND COLLECTION OF INCREASED DEVELOPER FEES ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION**

Background: In January 2018, the State Allocation Board (SAB) approved an increase in the amount that a school district can charge for mitigating the impact of new residential development on the school district's facilities. The increase allows a fee of \$3.79 per square foot of assessable space on residential property (developer fees). Since the Fullerton School District is not a K-12 district, this amount is shared with the Fullerton Joint Union High School District, and the District's share will be 2/3 or \$2.53 per square foot. The increase also allows a fee of \$0.61 per square foot of commercial/industrial construction of which the District's share will be \$0.41 per square foot.

The need for the above-stated fee increase is supported by a study entitled *Fullerton School District School Fee Justification Study*. The study has been available for public review for the required period of time, and notice of the public hearing, which must be held prior to the adoption of Resolution #17/18-21, was published twice, as required by law.

After the public hearing, staff recommends the Board adopt Resolution #17/18-21. The new fees would become effective in sixty (60) days.

Rationale: School districts collect developer fees based upon the rates approved by the SAB. These rates need to be revised when the SAB increases them and when justified by a mitigation study. In order to retain eligibility for future State school construction and modernization funding, the District must assess maximum fees as allowed by the SAB. Additionally, in order to fulfill our contractual requirement to the Fullerton Joint Union High School District, the District must also assess maximum fees.

Funding: There is no cost to the District to raise the fees.

Recommendation: Adopt Resolution #17/18-21 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

SH:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT

BOARD OF TRUSTEES

RESOLUTION #17/18-21

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT APPROVING AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Board of Trustees (“Board”) of the Fullerton School District (“District”) provides for the educational needs for Grade K-8 students; and

WHEREAS, on January 24, 2018, the State Allocation Board (“SAB”) authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Three and 79/100 Dollars (\$3.79) per square foot for assessable space of new residential construction (“Residential Statutory School Fees”) and Sixty-one Cents (\$0.61) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (“Commercial/Industrial Fees” and collectively “Statutory School Fees”), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, the District pursuant to Education Code Section 17623(a) entered into a fee sharing agreement (“Fee Sharing Agreement”) with the Fullerton Joint Union High School District (“FJUHSD”), which provides for the educational needs of students in the same jurisdictional boundaries as the District. The Fee Sharing Agreement specifies the allocation of Statutory School Fees that may be charged and collected by the District, and said agreement allows the District to charge and collect an amount approximately two-thirds (66.67%) to the District and approximately one-third (33.33%) to FJUHSD; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities (“School Facilities”) to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including construction of permanent School Facilities and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered a report entitled, School Fee Justification Study (“Study”), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on May 8, 2018; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related School Facilities, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for the construction or reconstruction of School Facilities in the District because new students will be generated from new residential construction within the District and these students cannot be housed by the District without causing the District to incur additional costs to construct School Facilities and/or reconstruct existing School Facilities.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by

such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments ("Mitigation Payments") imposed on construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. That the Board finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board is hereby justified in levying the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts, which shall be adjusted pursuant to the Fee Sharing Agreement:

- a. Two and 53/100 Dollars (\$2.53) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.
- b. Forty-one Cents (\$0.41) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board is hereby justified in levying the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School

Fees on such development projects in the amount of Forty-one Cents (\$0.41) per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction,, except for properties that are classified as rental self-storage properties, the maximum applicable Statutory School Fees that may be levied on such development projects on a per square foot of chargeable covered and enclosed space is Four Cents (\$0.04).

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the City of Fullerton (the "City") and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the City and the OSHPD that new residential and commercial/ industrial construction is subject to the Statutory School Fees changed pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code Section 17621(e)(2).

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the City or OSHPD shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the change in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District on the 8th day of May 2018.

Signed: _____
President, Board of Trustees
Fullerton School District

Signed: _____
Clerk, Board of Trustees
Fullerton School District

I, _____, Clerk, Board of Trustees of the Fullerton School District, do hereby certify that the foregoing was duly adopted by the Board of Trustees of such District at a regular meeting of said Board held on the 8th day of May 2018, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached Resolution was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Clerk, Board of Trustees
Fullerton School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, _____, Clerk, Board of Trustees of the Fullerton School District, do hereby certify that the foregoing is a full, true, and correct copy of Resolution #17/18-21 of said Board, and that the same has not been rescinded, amended, or repealed.

Dated this 8th day of May 2018.

Clerk, Board of Trustees
Fullerton School District



Great Schools
Successful Kids

FULLERTON
SCHOOL
DISTRICT



FULLERTON SCHOOL DISTRICT
SCHOOL FEE JUSTIFICATION STUDY

APRIL 12, 2018

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

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EXECUTIVE SUMMARY

Education Code Section 17620 authorizes the governing board of a school district to levy school fees to offset the impacts to school facilities from new residential and commercial/industrial construction and reconstruction. In order to levy Level I fees (statutory fees), a school district must prepare and adopt a school fee justification study pursuant to the provisions of Education Code Section 17620 and Sections 65995 and 66001 of the Government Code. The school fee justification study serves as the basis for justifying the levy of Level I fees and presents and documents the nexus findings required by State law.

This School Fee Justification Study (“Study”) has been prepared for the Fullerton School District (“School District”) to demonstrate the relationship between new residential and commercial/industrial development and the School District’s need for the construction of school facilities, the cost of the school facilities, and the per square foot amount of Level I fees (“School Fees”) that may be levied by the School District on residential and commercial/industrial development in accordance with applicable law.

The maximum School Fees authorized by Education Code Section 17620 are currently \$3.79 per square foot for residential construction/reconstruction and \$0.61 per square foot for commercial/industrial construction for unified school districts. The State Allocation Board (“SAB”) reviews and may adjust the maximum authorized School Fees every January in even-numbered years.

The School District provides education for grades kindergarten through 8. Pursuant to Education Code Section 17623(a), the School District, as a nonunified school district sharing common jurisdiction with other nonunified school district(s), entered into a school facilities fee allocation agreement with the Fullerton Joint High School District. The agreement specifies the percentage of the maximum School Fees that may be levied and collected by each school district. According to the agreement, approximately two-thirds (66.67%) of the maximum School Fees may be charged and collected by the School District, or \$2.53 and \$0.41 for residential and commercial/industrial development, respectively (“Applicable School Fees”). Based on the findings presented in this Study, the School District is justified in collecting its portion of the maximum residential and commercial/industrial School Fees¹. The findings are summarized as follows:

Residential Development

New residential development in the School District is projected over the next ten (10) years and beyond. Based on student generation rates for the School District, such development will generate an estimated 390 new students over the next ten (10) years. The school facilities cost impact per residential square foot as determined in this Study are shown in Table E-1.

The cost impact per square foot of residential construction/reconstruction shown in Table E-1 are greater than the School District’s share of the current maximum authorized residential School

¹ Except for the new commercial/industrial development categorized as Rental Self-storage facilities, as further described in this Study.

Fee, which is \$2.53 per square foot; therefore, the School District is reasonably justified in levying Applicable School Fees on new residential development.

Table E-1
RESIDENTIAL SCHOOL FACILITIES COST IMPACTS/APPLICABLE SCHOOL FEES

IMPACT PER SQUARE FOOT	MAXIMUM APPLICABLE SCHOOL FEE
\$8.53	\$2.53

Commercial/Industrial Development

As commercial/industrial properties develop new jobs are created. Many of the employees working at the new jobs will move into the School District boundaries, thereby increasing the need for new residential development and further impacting the School District's facilities. School Fees may be imposed on commercial/industrial development if the school fees collected on residential development are insufficient to provide adequate school facilities for students generated as a result of new development and nexus findings are presented that justify the imposition of the commercial/industrial school fee.

Section 17621(e)(1)(B) of the Education Code requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. This code section further adds that employee generation estimates shall be based on the applicable employee generation estimates set forth in the January 1990 edition of "San Diego Traffic Generator Study" ("Traffic Study"), a report by San Diego Association of Governments ("SANDAG"). The school facilities cost impacts per commercial/industrial square foot as determined in this Study are shown in Table E-2 by commercial/industrial land use type(each commercial/industrial category is further described in Appendix "A"). With exception to the cost impact for Rental Self-Storage facilities, the cost impacts per square foot of commercial/industrial development are greater than or equal to the Applicable School Fees for commercial/industrial development of \$0.41 per square foot. Therefore, the School District is reasonably justified in levying the Applicable School Fees on new commercial/industrial development. For Rental Self-Storage facilities the School District is justified in levying a per square foot school fee of \$0.04.

Table E-2
COMMERCIAL/INDUSTRIAL SCHOOL FACILITIES COST IMPACTS/
APPLICABLE SCHOOL FEES

COMMERCIAL/INDUSTRIAL CATEGORY	IMPACT PER SQUARE FOOT	MAXIMUM APPLICABLE SCHOOL FEE
Banks	\$1.92	\$0.41
Community Shopping Center	\$1.04	\$0.41
Neighborhood Shopping Center	\$1.90	\$0.41
Industrial Business Parks	\$2.39	\$0.41
Industrial Parks	\$0.91	\$0.41
Rental Self-Storage	\$0.04	\$0.04
Research & Development	\$2.06	\$0.41
Hospitality(Lodging)	\$0.77	\$0.41
Commercial Offices (Standard)	\$3.25	\$0.41
Commercial Offices (Large High Rise)	\$3.09	\$0.41
Corporate Offices	\$1.82	\$0.41
Medical Offices	\$2.90	\$0.41

SECTION I. LEGISLATION AND LEGAL REQUIREMENTS

This section discusses the legislative history of the Level I Fee.

Assembly Bill (“AB”) 2926 enacted by the State in 1986, also known as the “1986 School Facilities Legislation” granted school districts the right to levy fees in order to offset the impacts to school facilities from new residential and commercial development. Originally set forth in Sections 53080 and 65995 of the Government Code, AB 2926 authorized statutory school fees to be levied, commencing January 1, 1987, in the amount of \$1.50 per square foot of new residential assessable space and \$0.25 per square foot of enclosed commercial or industrial assessable space. AB 2926 also provided for an annual increase of the statutory fees based on the statewide cost index for Class B construction, as determined by the SAB. The provisions of AB 2926 have since been amended and expanded.

AB 1600 was enacted by the State legislature in 1987 and created Government Code Sections 66000 *et seq.* These sections require a public agency to satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

AB 181, enacted in 1989, established new requirements for school districts levying school fees and also re-codified Government Code Section 53080 *et seq.* as Education Code Section 17620 *et seq.* The additional provisions established by AB 181 imposed more stringent nexus requirements which must be satisfied by school districts prior to levying school fees, especially with respect to commercial/industrial school fees. Additionally, AB 181 provided that the maximum school fees for residential and commercial/industrial development be subject to an increase every two (2) years rather than annually.

In 1998, Governor Wilson signed into law Senate Bill 50 (“SB 50”), the Leroy F. Greene School Facilities Act of 1998, which reformed State’s School Building Program and developer school fee legislation. A significant provision of SB 50 provides school districts the option of adopting alternative school fees (also known as Level II and Level III fees) in excess of the Level I fee

upon meeting certain requirements. SB 50 also placed a \$9.2 billion State Bond measure on the November 3, 1998 ballot (Proposition 1A). With the passage of Proposition 1A in November 1998, SB 50 became operative.

SB 50 also limited the power of cities and counties to require mitigation of school facilities impacts as a condition of approving new development and suspended the court cases known as Mira-Hart-Murrieta. The Mira-Hart-Murrieta cases previously permitted school districts to collect mitigation fees in excess of school fees under certain circumstances.

On November 5, 2002, California voters passed Proposition 47, which authorized the issuance of \$13.05 billion in State bonds and also enacted AB 16, which provided for additional reformation of the School Building Program. AB 16, among other items, clarified that if the SAB is no longer approving apportionments for new construction due to the lack of funds available for new school facilities construction, a school district may increase its Level II Fee to the Level III Fee. With the issuance of the State bonds authorized by the passage of Proposition 47, this section of AB 16 became inoperable.

Furthermore, Proposition 55 was approved on March 2, 2004, which authorized the sale of \$12.3 billion in State bonds. In addition, California voters approved Proposition 1D in the general election held on November 7, 2006. Proposition 1D authorized the issuance of \$10.4 billion in State bonds.

Most recently, California voters approved Proposition 51 (the California Public School Facility Bonds Initiative) in the general election held on November 8, 2016, authorizing the issuance of \$9 billion in bonds to fund the improvement and construction of school facilities for K-12 schools and community colleges.

SECTION II. PROJECTED UNHOUSED STUDENTS AND ESTIMATED FACILITY AND PER STUDENT COSTS

The objective of this Study is to determine if a nexus exists between future residential and commercial/industrial development and the need for school facilities. In addition, the Study aims to identify the costs of such required school facilities and determine the amount of School Fees that can be justifiably levied on residential and commercial/industrial development according to the estimated impacts caused by such development. This section evaluates whether existing school facilities can accommodate students generated from future residential development, projects student enrollment based on anticipated residential growth, and estimates the costs of school facilities required to accommodate new residential growth. The findings determined in this section are used in following sections to evaluate the cost impact per square foot for new residential and commercial/industrial property. Although many of the figures in this section are primarily derived from residential development projections and impacts, they are adjusted in Section IV. to evaluate the impact of commercial/industrial development.

A. SCHOOL DISTRICT CAPACITY AND STUDENT ENROLLMENT

The School District's existing school facilities capacity and student enrollment were evaluated in order to determine if there is excess capacity to house students generated by new residential and commercial/industrial development.

The School District currently operates fifteen (15) elementary school sites serving grades kindergarten through 6 students, three (3) junior high school sites serving grades 7 and 8 students, and two (2) grades kindergarten through 8 (K-8) school sites. Pursuant to Education Code Section 17071.10, these facilities have a capacity to accommodate 13,517 students. Pursuant to Education Code Section 17071.30 and SAB Regulation 1859.51, portable classrooms were not included in the calculation to the extent they are (i) leased through the State Relocatable Classroom Program, (ii) leased for a period of less than five (5) years, (iii) leased when needed as interim housing (project basis), or (iv) represent the number of portables that exceed 25% of the School District's permanent classrooms. Appendix "B" provides a calculation of the updated facility capacity.

Based on October 2017 California Longitudinal Pupil Achievement Data System (CALPADS) data, the student enrollment of the School District is 13,307 students, of which 10,215 students are categorized at the elementary school level (grades kindergarten through 6) and 3,092 students are categorized at the junior high school level (grades 7 and 8). Current available capacity is calculated by subtracting current student enrollment from existing school facilities capacity for each school level. This operation results in a capacity deficiency of 45 seats at the elementary school level and 255 available seats at the junior high school level, which nets overall available capacity of 210 seats. The available capacity calculation is shown in Table 1. It should be noted these capacities are driven by State loading standards and do not necessarily reflect the School District's program goals, or the ability to shift classroom uses at the K-8 sites to accommodate students enrolled at the separate school levels.

**TABLE 1
FACILITIES CAPACITY AND STUDENT ENROLLMENT**

SCHOOL LEVEL	EXISTING PERMANENT FACILITIES CAPACITY	STUDENT ENROLLMENT (OCTOBER 2017)	AVAILABLE/ (DEFICIT) CAPACITY
Elementary School (K-6)	10,170	10,215	(45)
Junior High School (7-8)	3,347	3,092	255
Total	13,517	13,307	210

B. PROJECTED UNHOUSED STUDENTS

1. Projected Residential Units

Areas within the School District are largely developed and built-out, however, opportunities exist for new development through infill and redevelopment projects. A projection of the number of new residential construction within the School District boundaries was derived from information obtained from the Planning Department of the City of Fullerton (“City”). Based on the information, it is estimated the School District could experience the development of 1,416 residential units over the next ten (10) years. Projected residential units having mitigated their impact through an alternative to paying School Fees, such as participation in a Community Facilities District or through execution of a mitigation agreement are subtracted from the total projected units. However, no residential development projects identified and used in the projection of residential construction over the next ten (10) years have mitigated their impact to the School District through participation in a Community Facilities District or through execution of a mitigation agreement.

The total projected residential units, mitigated projected units, and unmitigated projected units (“Projected Units”) are summarized by residential category in Table 2 below. Single-Family Detached units (“SFD”) are those units with no common walls; Multi-family attached units (“MFA”) are those units sharing a common wall and include townhouses, condominiums, apartments, triplexes, duplexes, etc.

**TABLE 2
PROJECTED UNITS BY RESIDENTIAL CATEGORY**

RESIDENTIAL CATEGORY	TOTAL PROJECTED UNITS	MITIGATED PROJECTED UNITS	UNMITIGATED PROJECTED UNITS
Single-Family Detached (SFD)	17	0	17
Multi-Family Attached (MFA)	1,399	0	1,399
Total	1,416	0	1,416

2. Student Generation Rates

In order to calculate student generation rates (“SGRs”), Koppel & Gruber Public Finance (“K&G Public Finance”) first obtained property characteristic data from the County of Orange (“County”) Assessor’s Office. The data contained all residential parcels within the School District and land use class information (i.e. condominiums, single family dwellings, etc.). Parcels in the database were classified by unit type (SFD and MFA).

Since the property data information obtained from the County was missing unit counts for many of the residential parcels contained therein, K&G Public Finance relied on housing information from the US. Census Bureau² to estimate the total number of residential units located within the School District by residential category.

K&G Public Finance then obtained a student database from the School District, which contained student identification, grade level and physical address information for each student enrolled in the School District. The student database is reflective of student enrollment information as of October 2017. The student enrollment address information was matched to the address (situs address) information of parcels in the County property characteristic database. The number of students matched was then queried by school level and residential category. Table 3 below summarizes the SGRs by school level and residential type. The calculation of the SGRs is shown in Appendix “C” of this Study.

TABLE 3
STUDENT GENERATION RATES

SCHOOL LEVEL	SFD UNITS	MFA UNITS
Elementary School (K-6)	0.2475	0.2167
Junior High School (7-8)	0.0839	0.0588
TOTAL	0.3314	0.2755

3. Projected Student Enrollment

Projected student enrollment was determined by multiplying the SGRs in Table 3 by the number of unmitigated residential units anticipated to be constructed within the School District over the next ten (10) years as shown in Table 2. A total of 390 students are estimated to be generated from unmitigated Projected Units. The projected student enrollment is summarized by school level in Table 4.

² 2012-2016 American Community Survey 5-Year Estimates; DP04- Selected Housing.

TABLE 4
PROJECTED STUDENT ENROLLMENT BY SCHOOL LEVEL

SCHOOL LEVEL	PROJECTED STUDENT ENROLLMENT
Elementary School (K-6)	307
Junior High School (7-8)	83
Total	390

4. Projected Unhoused Students

As shown in Table 1, there are 210 overall available seats based on current student enrollment and existing capacity at the School District. The capacity analysis is driven by State classroom loading standards and does not consider the educational program goals and priorities of the School District, nor do the results of the capacity analysis reveal the condition and adequacy of the existing facilities to house student enrollment. As further described in this Study, capital improvement are necessary for the long-term use to adequately house the existing student population and future enrollment growth at all school levels. The facilities needs exist regardless of the availability of capacity to house student enrollment, inclusive of student enrollment generated from new development. Therefore, there are zero (0) seats available to accommodate Projected Student Enrollment from Projected Units. Table 5 shows the number of Projected Unhoused Students at each school level.

TABLE 5
PROJECTED UNHOUSED STUDENTS

SCHOOL LEVEL	PROJECTED STUDENT ENROLLMENT	AVAILABLE SEATS	PROJECTED UNHOUSED STUDENTS
Elementary School (K-6)	307	0	307
Junior High School (7-8)	83	0	83
Total	390	0	390

C. FACILITY NEEDS AND ESTIMATED PER STUDENT COST

1. Facility Needs

In 2015, the School District conducted a Facilities Master Plan (“2015 Plan”). The 2015 Plan identifies both the short-range and long-range facility needs of the School District and focuses on repairs, upgrades, technology enhancements, modernization and construction of new facilities that are necessary for the continued use of the School District’s existing facilities and to meet educational program needs. The costs of the short-range and long-range capital improvement projects are estimated at approximately \$233,000,000.

The 2015 Plan demonstrates capital improvement projects are necessary for the long-term use and adequate housing of student enrollment at the School District’s existing facilities. While the findings in Table 1 show available capacity, the 2015 Plan outlined plans to modernize or replace aging classrooms with the construction of new classroom buildings. Therefore, without implementation of the capital improvement projects adequate facilities do not exist within the School District to house student enrollment as a result of new development.

2. Estimated Cost Per Student

Utilizing the estimated costs outlined in the 2015 Plan, the average estimated cost for the construction of new classrooms and/or the replacement of existing portables with permanent classrooms is \$607,491 per classroom in 2015 dollars. Adjusting such estimate to current 2018 dollars, plus ten percent (10%) for estimated soft and site development costs, yields an estimated cost per classroom of \$712,879, which is deemed appropriate for all school levels. This determination of the new construction cost estimated per classroom is further detailed in Appendix “D” of this Study. The new construction cost estimate per classroom is then divided by the estimated student capacity per classroom, which results in the estimated Total Facilities Cost Impact per Seat/Student by school level as shown in Table 6.

**TABLE 6
FACILITIES COST IMPACT PER SEAT/STUDENT**

SCHOOL LEVEL	NEW CONSTRUCTION COST ESTIMATE PER CLASSROOM	STUDENT CAPACITY PER CLASSROOM ¹	FACILITIES COST IMPACT PER SEAT/STUDENT
Elementary School (K-6)	\$712,879	25	\$28,515
Junior High School (7-8)	\$712,879	27	\$26,403

¹ School capacities are determined based on State loading standards of 25 students per classroom for grades kindergarten through 6 and 27 students per classroom for grades 7 and 8.

SECTION III. PROJECTED IMPACT OF RESIDENTIAL DEVELOPMENT

The following sections present the school facility impact analysis for new residential development and provides step-by-step calculations of the estimated per residential square foot cost impact.

To determine the school facilities cost impact per square foot of residential development, first the Facilities Cost Impact per Student determined in Table 6 is multiplied by the Projected Unhoused Students as shown in Table 5 for each school level. The result of this computation is shown in Table 7 and reflects the estimated school facilities cost impact to house Projected Unhoused Students.

**TABLE 7
TOTAL FACILITIES COST IMPACT**

SCHOOL LEVEL	PROJECTED UNHOUSED STUDENTS	FACILITIES COST IMPACT PER SEAT/STUDENT	TOTAL FACILITIES COST IMPACT
Elementary School (K-6)	307	\$28,515	\$8,754,105
Junior High School (7-8)	83	\$26,403	\$2,191,449
Total			\$10,945,554

The total school facilities impact shown in Table 7 above was then divided by the number of unmitigated Projected Units shown in Table 2 to determine the school facilities cost per residential unit. The costs per residential categories are shown in Table 8.

**TABLE 8
SCHOOL FACILITIES COST PER RESIDENTIAL UNIT**

TOTAL FACILITIES COST IMPACT	UNMITIGATED PROJECTED UNITS	FACILITIES COST IMPACT PER RESIDENTIAL UNIT
\$10,945,554	1,416	\$7,730

The school facilities cost impact per residential square foot is calculated by dividing the school facilities cost per residential unit determined in Table 8 by the weighted average square footage of each residential unit type. This calculation is shown in Table 9 below. The weighted average square footage square footage of the Projected Units is estimated based on information obtained through the City and project plan information found from other sources.

**TABLE 9
SCHOOL FACILITIES COST PER RESIDENTIAL SQUARE FOOT**

FACILITIES COST IMPACT PER RESIDENTIAL UNIT	WEIGHTED AVERAGE SQUARE FOOTAGE	FACILITIES COST PER RESIDENTIAL SQUARE FOOT
\$7,730	906	\$8.53

The school facilities impact per residential square foot determined in Table 9 is greater than the School District's share of the current maximum authorized residential School Fees of \$2.53 per square foot; therefore the School District is justified in levying up to but not exceeding the maximum authorized amount for residential construction and reconstruction.

SECTION IV. COMMERCIAL/INDUSTRIAL SCHOOL IMPACT ANALYSIS

The following section presents the school facilities impact analysis for new commercial/industrial development and provides a step-by-step calculation of the estimated per commercial/industrial square foot cost impacts.

A. EMPLOYEE GENERATION

In the course of making the nexus findings to justify School Fees levied on commercial/industrial development, Education Code Section 17621(e)(1)(B) requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. As mentioned in the Executive Summary, for purposes of making such determination this code section further sets out that the employee generation estimates be based on the applicable estimates set forth in the Traffic Study published by SANDAG.

The employee generation estimates per 1,000 square feet of development derived from the Traffic Study are listed by commercial/industrial land use category in Table 10. The land use categories listed are based on those categories described in the Traffic Study and include all land uses recommended by the provisions of Education Code Section 17621(e)(1)(B).

**TABLE 10
EMPLOYEE GENERATION PER 1,000 SQUARE FEET
OF COMMERCIAL/INDUSTRIAL DEVELOPMENT**

COMMERCIAL/INDUSTRIAL CATEGORY	AVERAGE SQUARE FOOTAGE PER EMPLOYEE	EMPLOYEES PER 1,000 SQUARE FEET
Banks	354	2.8253
Community Shopping Center	652	1.5348
Neighborhood Shopping Center	357	2.7985
Industrial Business Parks	284	3.5156
Industrial Parks/Warehousing	742	1.3473
Rental Self-Storage	15,541	0.0643
Research & Development	329	3.0408
Hospitality(Lodging)	883	1.1325
Commercial Offices (Standard)	209	4.7897
Commercial Offices (Large High Rise)	220	4.5442
Corporate Offices	372	2.6848
Medical Offices	234	4.2654

Source: San Diego Traffic Generator Study, January 1990 Edition; SANDAG.

B. RESIDENTIAL IMPACT

1. Households

To evaluate the impact of commercial/industrial development on School District facilities, the employee generation estimates listed in Table 10 were first used to determine the impact of commercial/industrial development on a per household basis. Based on information obtained from Employment Development Department³ and the U.S. Census Bureau⁴, there are approximately 1.69 employed persons per household on average for households located within the School District. Dividing the employee generation estimates listed in Table 10 by 1.69 results in the estimated number of households per 1,000 square feet of commercial/industrial development (“Total Household Impact”).

The Total Household Impact determined in the preceding paragraph takes into consideration all employees generated from commercial/industrial development. Since some of those employees will live outside the School District and will therefore have no impact on the School District, the figures are adjusted to reflect only those households within the School District occupied by employees generated from commercial/industrial development built within the School District. Based on information derived from U.S. Census Bureau data⁵, it is estimated that approximately 21.10 percent (21.10%) of employees both live and work within the School District. Multiplying the Total Household Impact by 21.10 percent (21.10%) results in the households within the School District impacted per 1,000 square feet commercial/industrial development. The results of these computations are shown in Table 11.

³ Employment Development Department (EDD)- Labor Force and Unemployment Rate for California Sub-County Areas (City of Fullerton), January 2018

⁴ 2012-2016 American Community Survey 5-Year Estimates; DP04-Selected Housing.

⁵ 2012-2016 American Community Survey 5-Year Estimates; S0801-Commuting Characteristics (worked in place of residence).

TABLE 11
IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON
HOUSEHOLDS WITHIN THE SCHOOL DISTRICT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.
Banks	0.3527
Community Shopping Center	0.1916
Neighborhood Shopping Center	0.3494
Industrial Business Parks	0.4389
Industrial Parks/Warehousing	0.1682
Rental Self-Storage	0.0080
Research & Development	0.3796
Hospitality(Lodging)	0.1414
Commercial Offices (Standard)	0.5980
Commercial Offices (Large High Rise)	0.5674
Corporate Offices	0.3352
Medical Offices	0.5325

C. NET IMPACT PER COMMERCIAL/INDUSTRIAL SQUARE FOOT

1. Cost Impact

To estimate the school facilities costs required to house new students as a result of additional commercial/industrial development, the Facilities Cost Impact per Residential Unit determined in Table 8 is multiplied by the household impacts calculated in Table 11, resulting in the total school facilities cost impact per 1,000 square feet of commercial/industrial development. The total school facilities cost impacts are shown in Table 12 by commercial/industrial development category.

TABLE 12
SCHOOL FACILITIES COSTS PER 1,000 SQUARE FEET OF
COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	FACILITIES COST IMPACT PER RESIDENTIAL UNIT (HOUSEHOLD)	TOTAL COST IMPACT
Banks	0.3527	\$7,730	\$2,726
Community Shopping Center	0.1916	\$7,730	\$1,481
Neighborhood Shopping Center	0.3494	\$7,730	\$2,701
Industrial Business Parks	0.4389	\$7,730	\$3,393
Industrial Parks/Warehousing	0.1682	\$7,730	\$1,300
Rental Self-Storage	0.0080	\$7,730	\$62
Research & Development	0.3796	\$7,730	\$2,934
Hospitality(Lodging)	0.1414	\$7,730	\$1,093
Commercial Offices (Standard)	0.5980	\$7,730	\$4,623
Commercial Offices (Large High Rise)	0.5674	\$7,730	\$4,386
Corporate Offices	0.3352	\$7,730	\$2,591
Medical Offices	0.5325	\$7,730	\$4,116

2. Residential Fee Offsets

The total cost impacts determined in Table 11 represent the amounts required to fully mitigate the impact on school facilities, as a result of new commercial/industrial development within the School District. Many employees as result of new commercial/industrial development will commute from areas outside of the School District boundaries or will reside in existing homes, from which no mitigation will be received from the housing in which they reside. However, new commercial/industrial development, and thereby new employee generation, will also increase the need for new residential development to house those employees living in the School District. Applicable Residential School Fees adopted by the School District under applicable law will also be imposed by the School District on such new residential development. To prevent new commercial/industrial development from paying the portion of impact that is mitigated by the Applicable Residential School Fees, this amount has been calculated and deducted from the school facilities impact costs calculated in Table 11.

The residential fee offsets are first calculated by using the Applicable Residential School Fee of \$2.53 per square foot and multiplying that amount by the weighted average square footage of a residential unit in the School District, which is 906 square feet. This calculation provides the average residential revenues from a residential unit of \$2,292 (\$2.53 x 906). The average residential revenues from a residential unit multiplied by the Household Impacts per 1,000 square feet of commercial/industrial

development, as shown in Table 16, results in the residential school fee revenues per 1,000 square feet of commercial/industrial development (“Residential Fee Offset”). This computation is shown in Table 12.

**TABLE 13
RESIDENTIAL FEE OFFSET**

CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	RESIDENTIAL FEE PER UNIT	RESIDENTIAL FEE OFFSET PER 1,000 SQUARE FEET COM./IND.
Banks	0.3527	\$2,292	\$808
Community Shopping Center	0.1916	\$2,292	\$439
Neighborhood Shopping Center	0.3494	\$2,292	\$801
Industrial Business Parks	0.4389	\$2,292	\$1,006
Industrial Parks/Warehousing	0.1682	\$2,292	\$386
Rental Self-Storage	0.0080	\$2,292	\$18
Research & Development	0.3796	\$2,292	\$870
Hospitality(Lodging)	0.1414	\$2,292	\$324
Commercial Offices (Standard)	0.5980	\$2,292	\$1,371
Commercial Offices (Large High Rise)	0.5674	\$2,292	\$1,301
Corporate Offices	0.3352	\$2,292	\$768
Medical Offices	0.5325	\$2,292	\$1,221

3. Net School Facilities Costs

Subtracting the Residential Fee Offset determined in Table 13 from the total school facilities costs listed in Table 12 results in the net school facilities costs per 1,000 square feet of commercial/industrial development (“Net School Facilities Costs”). The Net School Facilities Costs are listed in Table 14.

TABLE 14
NET SCHOOL FACILITIES COSTS
PER 1,000 SQUARE FEET COMMERCIAL/INDUSTRIAL DEVELOPMENT

CATEGORY	TOTAL SCHOOL FACILITIES COSTS	RESIDENTIAL FEE OFFSET	NET SCHOOL FACILITIES COSTS
Banks	\$2,726	\$808	\$1,918
Community Shopping Center	\$1,481	\$439	\$1,042
Neighborhood Shopping Center	\$2,701	\$801	\$1,900
Industrial Business Parks	\$3,393	\$1,006	\$2,387
Industrial Parks/Warehousing	\$1,300	\$386	\$914
Rental Self-Storage	\$62	\$18	\$44
Research & Development	\$2,934	\$870	\$2,064
Hospitality(Lodging)	\$1,093	\$324	\$769
Commercial Offices (Standard)	\$4,623	\$1,371	\$3,252
Commercial Offices (Large High Rise)	\$4,386	\$1,301	\$3,085
Corporate Offices	\$2,591	\$768	\$1,823
Medical Offices	\$4,116	\$1,221	\$2,895

The Net School Facilities Costs determined in Table 14 were then divided by 1,000⁶ to provide the cost impact on a square foot basis. These cost impacts are listed in Table 15.

TABLE 15
NET COST IMPACTS
PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

CATEGORY	NET IMPACTS
Banks	\$1.92
Community Shopping Center	\$1.04
Neighborhood Shopping Center	\$1.90
Industrial Business Parks	\$2.39
Industrial Parks/Warehousing	\$0.91
Rental Self-Storage	\$0.04
Research & Development	\$2.06
Hospitality(Lodging)	\$0.77
Commercial Offices (Standard)	\$3.25
Commercial Offices (Large High Rise)	\$3.09
Corporate Offices	\$1.82
Medical Offices	\$2.90

⁶ The Employee Generation rates derived from the SANDAG study are estimated per 1,000 square feet of development.

The net cost impacts shown in Table 15 are greater than the School District's share of the current maximum authorized commercial/industrial School Fees of \$0.41 per square foot, except for the category of Rental Self-Storage development. Therefore, the School District is justified in levying school fees on commercial/industrial in amount up to but not exceeding the School District's share of the maximum authorized statutory fee. For Rental Self-Storage businesses, which typically have extremely low numbers of employees, the School District is justified in collecting \$0.04 per square foot.

D. COMMERCIAL/INDUSTRIAL DEVELOPMENT NOT IN PRESCRIBED CATEGORIES

In cases where new commercial/industrial development does not fit within the prescribed categories shown in Table 9, the School District shall evaluate such development on a case-by-case basis to determine if the imposition of the School Fees on the development meets the nexus requirements set forth under Government Code Section 66000 et seq. The School District may levy School Fees on such development in an amount up to but not exceeding the cost per square foot impact determined through such evaluation.

E. AGE-RESTRICTED (SENIOR) HOUSING

Government Code Sections 65995.1 and 65995.2 provides school districts may only charge the fees applicable for commercial/industrial development for qualified age-restricted (senior citizen) housing. Qualified age-restricted housing generates employees resulting in school facility impacts similar to those impacts from other commercial/industrial categories specified herein.

SECTION V. REDEVELOPMENT

Government Code Section 66001, subdivision (a)(3) and (4) requires that a school district, in imposing school-impact fees, establish a reasonable relationship between the fee's use, the need for the public facility and the type of development project on which the fee is imposed. This section addresses and sets forth general policy when considering the levy of school fees on new construction units resulting from redevelopment projects within the School District.

Redevelopment means voluntarily demolishing existing residential, commercial, and/or industrial structures and subsequently replacing them with new construction (“Redevelopment”). The School District is aware of Redevelopment projects completed within the School District boundaries and anticipates similar Redevelopment projects may be completed in the next ten (10) years and beyond. School fees authorized pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq. shall be levied by the School District on new construction resulting from Redevelopment projects, if there is a nexus between the School Fees being imposed and the impact of new construction on school facilities, after the impact of pre-existing development has been taken into consideration. In determining such nexus, the School District shall review, evaluate and determine on a case-by-case basis, the additional impact of the proposed new development by comparing the projected square footage, student generation and cost impacts of the proposed new construction and the pre-existing residential, commercial and/or industrial development. Such analysis shall utilize the student generation rates identified in Table 3 of this Study, as applicable.

The School District may levy school fees, authorized under applicable law, on new construction resulting from Redevelopment projects in an amount up to the additional impact cost per square foot as determined in accordance with the preceding paragraph, but not exceeding the applicable school fees.

SECTION VI. GOVERNMENT CODE SECTION 66000

Government Code Sections 66000 *et seq.* were enacted by State Legislature in 1987. In any action establishing, increasing, or imposing a fee as a condition of approval of a development project, such as the Applicable School Fees described herein, these Government Code sections require the public agency to satisfy the following requirements:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

The information set forth herein, including the information contained in the Appendices attached hereto, provide factual evidence establishing a nexus between the type of development projected to be built within the School District and the amount of Applicable School Fees levied upon such development based on the need for such Applicable School Fees. The determinations made in this Study meet the requirements of Government Code Section 66000. The findings are summarized as follows:

Purpose of the School Fee

The Board of the School District will levy and collect school fees on new residential and commercial/industrial development to obtain funds for the construction and/or reconstruction of school facilities to accommodate students generated as a result of such development. In accordance with Education Code Section 17620, "construction or reconstruction of school facilities" *does not* include any item of expenditure for any of the following:

- (i). Regular maintenance or routine repair of school buildings and facilities;
- (ii). Inspection, sampling, analysis, encapsulation or removal of asbestos-containing material, except where incidental to school facilities construction or reconstruction for which the expenditure of fees or other consideration collected pursuant to Education Code Section 17620 is not prohibited; and,
- (iii). Deferred maintenance as described in Education Code Section 17582.

Identify the Use of the School Fee

The School District has determined that revenues collected from Applicable School Fees imposed on residential and commercial/industrial developments shall be used for the following purposes:

- (i). Construction or reconstruction of school facilities required to accommodate students generated by new residential and commercial/industrial development in areas of the School District where school facilities are needed;
- (ii). Construction or reconstruction of administrative and operations facilities required in response to new student growth from new development;
- (iii). Acquisition or lease of property for unhoused students generated from new development;
- (iv). Purchase or lease of interim and/or temporary school facilities in order to accommodate student capacity demands;
- (v). Furniture for use in new school facilities;
- (vi). Costs associated with the administration, collection, and justification for the Applicable School Fees;
- (vii). Provide local funding that may be required if the School District applies for State funding through SB 50.

The 2015 Plan outlined the proposed capital improvement projects to a number of existing school facilities. As previously noted and described herein, the Applicable School Fees will be used to provide adequate facilities for student enrollment generated Projected Units to the extent described in this Study and permitted by applicable law. Such Applicable School Fees may be used to fund, in part, the facilities needs identified in the 2015 Plan as allowable by applicable law, inclusive of those school facilities described in this Study.

Relationship between the Use of the Fee, the Need for School Facilities and the Type of Development on which the Fee is Imposed

As determined in the preceding sections, adequate school facilities do not exist to accommodate students generated from new residential and commercial/industrial development. The fees imposed on such new development will be used to finance the construction, reconstruction and/or expansion of school facilities required to accommodate student enrollment growth generated by new residential and commercial/industrial development.

Determination of the Relationship between the Fee Amount and the School Facilities Costs Attributable to Type of Development on which the Fee is Imposed

The imposition of the Applicable School Fees of \$2.53 per square foot for residential development are justified as these fees are below the per square foot cost impacts to provide adequate school facilities required as a result of such new residential development.

Similarly, the imposition of the Applicable School Fees of \$0.41 per square foot for commercial/industrial development are justified as the fees are equal to or below the estimated

per square foot net cost impact to provide adequate school facilities required as a result of such new commercial/industrial development, except for Rental Self-Storage development.

Accounting Procedures for the Fees

The School District will deposit, invest, and expend the school fees imposed and collected on residential and commercial/industrial development in accordance with the provisions of Government Code Section 66006.

APPENDIX A
COMMERCIAL/INDUSTRIAL DEVELOPMENT DESCRIPTIONS

Banks	Include small branch offices to regional offices used for banking. Properties under this category allow customers to conduct banking on-site.
Shopping Center	Broadly include regional, community and neighborhood shopping centers which sell merchandise and services to consumers. Include grocery stores, restaurants, retail centers, automotive sales.
Industrial Business Parks	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with 15% or more of the total area designated for commercial use.
Industrial Parks/Warehousing	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with limited or no commercial use (less than 15% of the total area designated for commercial use).
Rental Self-Storage	Include warehouse developments which rent small storage vaults and often termed “mini-storage”.
Research & Development	Include scientific research and development laboratories, office and/or their supporting facilities.
Hospitality (Lodging)	Include establishments which provide lodging to the general public. Lodging types include hotels, motels, resort hotels and inns. The maximum term of occupancy for establishment within this category shall not exceed 30 days.
Commercial Offices (Standard) ¹	Include general office space occupying less than 100,000 square feet with multiple tenants.
Commercial Offices (Large High Rise) ¹	Include general office space occupying 100,000 square feet and greater with multiple tenants.
Corporate Offices	An office or office building with a single tenant.
Medical Offices	Include medical offices that serve a wide range of medical needs and may include a pharmacy. Medical offices are generally operated by one or more physicians.

¹ Office space used for activities described under banks, research and development, or medical offices should be classified under those categories.

APPENDIX B
FACILITIES CAPACITY UPDATE

**FULLERTON SCHOOL DISTRICT
FACILITIES CAPACITY UPDATE
APPENDIX B**

CLASSROOM INVENTORY¹

School Level	School Site	Permanent Classrooms	Portable Classrooms	Total Classrooms	Special Education Classrooms	General Education Classrooms
Elementary School	Acacia Elementary School	15	11	26	1	25
	Commonwealth Elementary School	15	10	25	4	21
	Fern Drive Elementary School	22	5	27	1	26
	Golden Hill Elementary School	19	10	29	1	28
	Hermosa Drive Elementary School	17	5	22	1	21
	Laguna Road Elementary School	18	5	23	1	22
	Maple Elementary School	0	26	26	2	24
	Orangethorpe Elementary School	28	11	39	2	37
	Pacific Drive Elementary School	26	11	37	2	35
	Raymond Elementary School	23	0	23	1	22
	Richman Elementary School	25	20	45	2	43
	Rolling Hills Elementary School	16	11	27	0	27
	Sunset Lane Elementary School	18	16	34	2	32
	Valencia Park Elementary School	27	12	39	2	37
	Woodcrest Elementary School	22	6	28	2	26
ELEMENTARY SCHOOL (K-6) TOTALS		291	159	450	24	426
K-8	Beechwood K-8 School	12	22	34	0	34
	Fisler K-8 School	30	4	34	0	34
K-8 SCHOOL TOTALS		42	26	68	0	68
Junior High	Ladera Vista Junior High School	32	9	41	1	40
	Nicolas Junior High School	41	6	47	3	44
	Parks Junior High School	28	10	38	2	36
JUNIOR HIGH (7-8) TOTALS		101	25	126	6	120
Total		434	210	644	30	614

STUDENT CAPACITY (In accordance with California Code of Regulation, Title II, Section 1859.35)

Description	General Education ²		Non Severe ³	Severe	Total
	K-6	7-8			
I. Total Classroom Inventory	479	135	30	-	644
II. Permanent Classrooms					434
III. Portable Classrooms					210
IV. 25% of Permanent Classrooms					109
V. Adjustment (III. Minus IV.)	82	14	5	-	101
IV. Total (I. minus V.)	397	121	25	-	543
Student Capacity ⁴	9,925	3,267	325	-	13,517

¹ School District and 2015 Facilities Master Plan.

² Classrooms located at K-8 school sites were allocated based on October 2017 enrollment figures.

³ All Special Use Classrooms have been categorized as Non-Severe.

⁴ School capacities are determined based on loading factors of 25 pupils per classroom for grades kindergarten through 6, 27 pupils per classroom for grades 7 and 8, 9 pupils per classroom for severe pupils and 13 pupils per classroom for non-severe pupils as set forth in the California Code of Regulation, Title II, Section 1859.35.

ESTIMATED STUDENT CAPACITY BY SCHOOL LEVEL

Description	K-6	7-8	Total
General Education	9,925	3,267	13,192
Proration of Non Severe Capacity	245	80	325
Proration of Severe Capacity	-	-	-
Total	10,170	3,347	13,517

APPENDIX C

STUDENT GENERATION RATES

Student Generation Rates (SGRs) used in this Study are based on information obtained from the Orange County Assessor’s Office, student enrollment data from the School District and U.S. Census Bureau data.

A property database reflective of the County of Orange 2017/2018 Assessor’s roll was obtained via a third-party vendor. The property database contains property information for parcels within the School District, including land use class information (i.e. condominiums, single family dwellings, etc.). Parcels in the database were classified by unit type (SFD, MFA) based on the County land use class designations, and further research as necessary. Since the property data information obtained from the County was missing unit counts for many of the residential parcels contained therein, K&G Public Finance relied on housing information derived from U.S. Census Bureau data⁷ to estimate the total number of residential units located within the School District. The residential units identified in the U.S. Census Bureau data were also classified by property type (SFD and MFA).

A student enrollment database was obtained from the School District and was reflective of student enrollment information as of October 2017. The student enrollment address information was matched to the address (situs address) information of parcels in the County property characteristic database. The number of students matched was then queried by school level and residential category. Students could not be matched if they were inter-district or they did not have a valid physical address (e.g. only P.O. Box was listed). Mobile homes are not considered in the SGR determination, including the students matched to the mobile home land use, and therefore have been omitted⁸. The determination of the SGRs is summarized in Tables C-1 and C-2.

Table C-1
Single Family Detached (SFD)
Student Generation Rates

SCHOOL LEVEL	STUDENTS MATCHED	SFD UNITS	SGR BY SCHOOL LEVEL
Elementary School (K-6)	5,650	22,828	0.2475
Junior High School (7-8)	1,916	22,828	0.0839
TOTAL	7,566	NA	0.3314

⁷ 2012-2016 American Community Survey 5-Year Estimates; DP04- Selected Housing.

⁸ Education Code Section 17625 sets forth the prerequisites that must be met before school districts may levy school fees on mobile homes. Since it is often difficult to determine and make projections relating to mobile homes that meet those requirements, the mobile home category is omitted from this analysis.

**Table C-2
Multi-Family (MFA)
Student Generation Rates**

SCHOOL LEVEL	STUDENTS MATCHED	MFA UNITS	SGR BY SCHOOL LEVEL
Elementary School (K-6)	3,657	16,874	0.2167
Junior High School (7-8)	993	16,874	0.0588
TOTAL	4,650	NA	0.2755

In order to evaluate students generated from future households by school level, the student generation rates determined in Table C-1 and C-2 above (also summarized in Table 3 of this Study) were used. These student generation rates are listed by residential category and by school level.

**Table C-3
Student Generation Rates**

SCHOOL LEVEL	SFD UNITS	MFA UNITS
Elementary School (K-6)	0.2475	0.2167
Junior High School (7-8)	0.0839	0.0588
TOTAL	0.3314	0.2755

The student generation rates for each residential category listed in Table C-3 were blended into a single student generation rate for each school level based on the percentage allocation of unmitigated Projected Units. The percentage allocations are shown in Table C-4.

**Table C-4
Allocation of Projected Units by Residential Category**

RESIDENTIAL CATEGORY	UNMITIGATED PROJECTED UNITS	PERCENTAGE ALLOCATION
SFD	17	1%
MFA	1,399	99%
TOTAL	1,416	100%

The Blended Student Generation Rates were determined by applying the percentage allocations, the results of which are shown in Table C-5.

Table C-5
Blended Student Generation Rates

SCHOOL LEVEL	BLENDED STUDENT GENERATION RATE
Elementary School (K-6)	0.2171
Junior High School (7-8)	0.0591
TOTAL	0.2762

*May not compute due to slight rounding differences.

APPENDIX D
ESTIMATED FACILITIES COSTS

**FULLERTON SCHOOL DISTRICT
ESTIMATED FACILITIES COSTS
APPENDIX D**

ESTIMATED FACILITIES COSTS¹

School Level	School Site	New Construction/ Replacement Cost	Number of Replacem Classrooms
Elementary School	Acacia Elementary School	\$0	0
	Commonwealth Elementary School	\$0	0
	Fern Drive Elementary School	\$0	0
	Golden Hill Elementary School	\$8,796,800	9
	Hermosa Drive Elementary School	\$0	0
	Laguna Road Elementary School	\$0	0
	Maple Elementary School	\$0	0
	Orangethorpe Elementary School	\$0	0
	Pacific Drive Elementary School	\$0	0
	Raymond Elementary School	\$0	0
	Richman Elementary School	\$4,980,000	8
	Rolling Hills Elementary School	\$4,357,500	7
	Sunset Lane Elementary School	\$7,900,000	11
	Valencia Park Elementary School	\$5,955,000	10
	Woodcrest Elementary School	\$0	0
K-8	Beechwood K-8 School	\$11,200,000	25
	Fisler K-8 School	\$0	0
Junior High	Ladera Vista Junior High School	\$2,980,000	6
	Nicolas Junior High School	\$0	0
	Parks Junior High School	\$0	0
Administration Center/Nutrition Services		\$0	0
Total		\$46,169,300	76

¹ Per 2015 Facilities Master Plan.

Description	Amount
Total New Construction/Replacement Costs	\$46,169,300
No. of Classrooms	76
Average Cost Per Classroom	\$607,491
Inflation Adjustment (2015 to 2018) ²	106.68%
Estimated Cost per Classroom (2018 Dollars)	\$648,072
Estimated Soft Costs	10%
Total Cost per Classroom	\$712,879

² Based on the percentage change in the Sierra West Material/Labor Cost Index (formerly Lee Saylor Index) from 2015 to 2017.

APPENDIX E
NOTICE OF PUBLIC HEARING

FULLERTON SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

**NOTICE OF CONSIDERATION OF APPROVING AN INCREASE
IN STATUTORY (LEVEL 1) SCHOOL FEES IMPOSED ON NEW
RESIDENTIAL AND COMMERCIAL/INDUSTRIAL
CONSTRUCTION PURSUANT TO GOVERNMENT CODE
SECTION 65995 AND EDUCATION CODE SECTION 17620**

NOTICE IS HEREBY GIVEN that the Board of Trustees (“Board”) of the Fullerton School District (“School District”) at its regular board meeting to be held in the Board Room at the District Administration Building, 1401 West Valencia Drive, on Tuesday, May 8, 2018 at approximately 6:00 p.m. or soon thereafter, will consider approving an increase in statutory school fees (“Level I School Fees”) that may be imposed on new residential and commercial/industrial construction located within the boundaries of the School District pursuant to Government Code Section 65995 and Education Code Section 17620. Specifically, the Board will consider approving maximum Level I School Fees of (i) \$2.53 per square foot for assessable space of new residential construction and (ii) up to \$0.41 per square foot of chargeable covered and enclosed space for categories of new commercial/industrial construction.

A report entitled “School Fee Justification Study” was prepared pursuant to and in accordance with applicable law, which includes information and analysis demonstrating the relationship between new residential and commercial/industrial development and the School District’s need for the construction of school facilities, the estimated cost of the school facilities, and justification for the levy of Level I School Fees on new residential and commercial/industrial development.

The School Fee Justification Study and any related documents regarding the proposed adoption of the Level I School Fees are available for public review during normal business hours at the School District’s administrative office, located at 1401 West Valencia Drive, Fullerton, CA 92833.

Questions and/or comments should be directed to Dr. Robert R. Coghlan, Assistant Superintendent, Business Services at (714) 447-7412.

APPENDIX F
STATE ALLOCATION BOARD AGENDA- 2018 LEVEL I FEES

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 24, 2018

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

A historical comparison of the assessment rates for development fees for 2014 and 2016 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 8.78, during the two year period from January 2016 to January 2018, requiring the assessment for development fees to be adjusted as follows beginning January 2018:

	<u>2014</u>	<u>2016</u>	<u>2018</u>
Residential	\$3.36	\$3.48	\$3.79
Commercial/Industrial	\$0.54	\$0.56	\$0.61

RECOMMENDATION

Increase the 2018 maximum Level I assessment for development in the amount of 8.78 percent using the RS Means Index to be effective immediately.

DISCUSSION/ACTION ITEM

DATE: May 8, 2018

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

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

SUBJECT: APPROVE DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2018/2019 SCHOOL YEAR

Background: As of 1996, a “Declaration of Need for Fully Qualified Educators” must be completed and adopted yearly based on the anticipated need for the subsequent school year. This Declaration must be Board adopted and submitted to the Commission on Teacher Credentialing before any alternate credentials may be processed.

The Fullerton School District has the following general needs that may be met through the emergency credential process:

- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3.
- All core academic subject teachers to become NCLB compliant.
- Filling preschool, special education positions for which a specialist credential is required.
- Filling special education positions to allow these educators time to meet new requirements for special authorizations.
- Filling junior high positions for which qualified teachers are difficult to find, including but not limited to foreign language, science, math, English language learners.
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education.
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.

Rationale: The Board of Trustees is required to adopt the “Declaration of Need for Fully Qualified Educators” at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District’s specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Not applicable.

Recommendation: Approve Declaration of Need for Fully Qualified Educators for the 2018/2019 school year.

CH:nm
Attachment



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018/2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Fullerton School District District CDS Code: 66506

Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

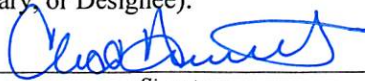
The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 08 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Chad Hammitt, Ed.D



Assistant Superintendent Personnel Services

Name

Signature

Title

714-447-7538

714-447-7450

04-25-2018

Fax Number

Telephone Number

Date

1401 W. Valencia Drive, Fullerton, CA 92833

Mailing Address

chad_hammitt@myfsd.org

E-mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**
Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	2 _____
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	5 _____
Teacher Librarian Services	_____ _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	5
Special Education	10
TOTAL	17

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

CSUF, CSULB, National, Azusa

If no, explain why you do not participate in an internship program.

DISCUSSION/ACTION ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW BOARD POLICIES

Background: The following revised board policy was presented to the Board of Trustees for the first reading at the April 17, 2018 Board Meeting:

New:
Personnel
BP 4136 – NonSchool Employment
BP 4143, 4243 – Negotiation Consultation
BP 4151, 4251, 4351 – Employee Compensation

No further input was received and no changes are necessary.

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

Funding: Not applicable.

Recommendation: Approve new Board Policies.

CH:nm
Attachments

Fullerton School District

Board Policy

Non-School Employment

BP 4136

Personnel

Board Adopted:

In order to help maintain public trust in the integrity of District operations, the Governing Board expects all employees to give the responsibility of their positions precedence over any other outside employment. A district employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her district duties.

An outside activity shall be considered inconsistent, incompatible, or inimical to district employment when such activity:

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another district employee or Board member

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

Tutoring

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51520 Prohibited solicitation on school premises
GOVERNMENT CODE
1126 Incompatible activities of employees
1127 Incompatible activities; off duty work
1128 Incompatible activities, attorney
CODE OF REGULATIONS, TITLE 5
80334 Unauthorized private gain or advantage
ATTORNEY GENERAL OPINIONS
70 Ops.Cal.Atty.Gen. 157 (1987)

Management Resources:

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

CSBA Revisions

(9/91) 7/08

Fullerton School District

Board Policy

Negotiations/Consultation

BP 4143, 4243

Personnel

Board Adopted:

The Board of Trustees recognizes its responsibility to represent the public's interests in the collective bargaining process. In ratifying agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the District in order to provide students with a high-quality instructional program based on a sound, realistic budget.

The Board and the Superintendent shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations. The Board shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of District goals and priorities.

The Board and its bargaining team shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation.

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the District regarding the proposed changes.

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of District compensation when meeting and negotiating and/or for the processing of grievances.

The Board and its bargaining team shall establish standards of conduct pertaining to the negotiations process for members of the bargaining team. Certain meetings related to negotiations shall not be open to the public in accordance with Government Code 3549.1 and 54957.6, except as otherwise required by law. Matters discussed in these meetings shall be kept in strict confidence in accordance with law.

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the District.

The Board shall monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the District's short- and long-term fiscal, programmatic, instructional, and personnel goals.

The Board and/or Superintendent or designee shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals unless otherwise agreed upon by the District and exclusive representative.

Whenever the District has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The District shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement.

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years.

In the event of an impasse in negotiations, the district shall participate in good faith in mediation and fact-finding procedures pursuant to Government Code 3548-3548.8.

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing and ratified by the Board and the employees' exclusive representative.

Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

Legal Reference:

EDUCATION CODE

44987 Service as officer of employee organization (certificated)

45210 Service as officer of employee organization (classified)

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

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

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org/labormgmt>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.aspx>

CSBA Revisions

(10/95 3/07) 4/15

Fullerton School District

Board Policy

Employee Compensation

BP 4152, 4251, 4351

Personnel

Board Adopted:

In order to recruit and retain employees committed to the District's goals for student learning, the Board of Trustees recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the District Office.

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach.

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site.

Overtime Compensation

A District employee shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations.

When authorized in a collective bargaining agreement or other agreement between the District and employees, an employee may take compensatory time off in lieu of overtime compensation, provided he/she has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations.

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Legal Reference:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

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

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <https://www.dol.gov/whd>

CSBA Revisions

(2/97 7/08) 10/16

DISCUSSION/ACTION ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FULLERTON SCHOOL DISTRICT'S 2018/2019 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented ("sunshined"). This proposal was sunshined on April 17, 2018.

Funding: Not applicable.

Recommendation: Approve Fullerton School District's 2018/2019 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

CH:nm
Attachment

**FULLERTON SCHOOL DISTRICT
SUNSHINE**

Initial Bargaining Proposal to the California School Employees Association
(CSEA) and its Chapter 130

2018/2019

April 17, 2018

Article 6: Pay and Allowances

The District has an interest in negotiating unit member pay and allowances for the 2018/2019 school year.

Article 8: Health Insurance

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

Article 9: Performance Evaluations

The District has an interest in reviewing the agreement language in relationship to this Article.

Article 12: Leaves

The District wishes to review and negotiate current agreement language in relationship to Article 12.11 – Catastrophic Leave.

DISCUSSION/ACTION ITEM

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FULLERTON SCHOOL DISTRICT'S 2018/2019 PROPOSAL TO NEGOTIATE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented ("sunshined"). This proposal was sunshined on April 17, 2018.

Funding: Not applicable.

Recommendation: Approve Fullerton School District's 2018/2019 proposal to negotiate with Fullerton Elementary Teachers Association (FETA).

CH:nm
Attachment

**FULLERTON SCHOOL DISTRICT
SUNSHINE**

Initial Bargaining Proposal to the Fullerton Elementary Teachers
Association (FETA)
2018-2019
April 17, 2018

As agreed between the parties in Article 4 Section A of the Collective Bargaining Agreement between the Fullerton School District and FETA, the Fullerton School District is “sunshining” to the public its Initial Bargaining proposal for 2018/2019.

Article 8: Hours of Employment

The District has an interest in reviewing and updating the language regarding examples of activities for each type of early release Wednesday.

Article 16: Salaries

The District has an interest in negotiating unit member pay and allowances for the 2018/2019 school year.

Article 17: Fringe Benefits

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

Article 11: Evaluation

The District has an interest in reviewing and updating the evaluation article to incorporate language from the MOU Pilot into the agreement.

Article 29: Miscellaneous Provisions

The District has an interest in reviewing current agreement language in regarding TSAs, the Special Education Advisory Committee, stipends.

The District reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties.

Chad Hammitt, Ed. D.

Assistant Superintendent Personnel Service, Fullerton School District

ADMINISTRATIVE REPORT

DATE: May 8, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: FIRST READING OF REVISED BOARD POLICY

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

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

Revised:
Instruction
BP 6174, Education for English Learners

The purpose of this Administrative Report will be to afford Board members the opportunity to review this board policy, ask questions, receive clarification, and propose revisions prior to approval of this policy at the June 5, 2018 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

EF:nm
Attachment

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

Board Adopted: November 28, 2006

Revised: January 10, 2010

Revised: October 18, 2016

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) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs 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, 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 Office 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 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. **Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom.**

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.

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.

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

Board Adopted: November 28, 2006

Revised: January 10, 2010

Revised: October 18, 2016

Revised:

Identification and Assessment (cont.)

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.

Placement of English Learners Language Acquisition Programs

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

~~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, but with curriculum and presentation designed for students who are learning the language.~~

"Nearly all" 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.

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

Board Adopted: November 28, 2006

Revised: January 10, 2010

Revised: October 18, 2016

Revised:

Language Acquisition Programs (cont.)

~~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/or other criteria adopted by the Board, 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.~~

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/Foreign Language Instruction)

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

When an English learner is determined pursuant to state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom. (5 CCR 11301)

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. Teacher Evaluation of Curriculum Mastery on Classroom academic performance, which approximates that of a native English speaker.
3. 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

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

Board Adopted: November 28, 2006

Revised: January 10, 2010

Revised: October 18, 2016

Revised:

Language Acquisition Programs (cont.)

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

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.~~

~~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

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

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Revised: January 10, 2010

Revised: October 18, 2016

Revised:

Program Evaluation (cont.)

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

305-310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

42238.02-42238.03 Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

48980 Parental notifications

48985 Notices to parents in language other than English

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

56305 CDE manual on English learners with disabilities

~~60200.7 Suspension of state instructional materials adoptions~~

60603 Definition, recently arrived English learner

60605.87 Supplemental instructional materials, English language development

60640 California Assessment of Student Performance and Progress

60810-60812 Assessment of language development

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

11300-11316 English learner education

11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

1701-1705 Equal Educational Opportunities Act

6311 Title I state plan

6312 Local education agency plans

6801-7014 Title III, language instruction for English learners and immigrant students 7801 Definitions

~~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

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

Board Adopted: November 28, 2006

Revised: January 10, 2010

Revised: October 18, 2016

Revised:

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

ATTORNEY GENERAL OPINIONS

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

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

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

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

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

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

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

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

Management Resources (Cont.):

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

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev.

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners

Board Adopted: November 28, 2006

Revised: January 10, 2010

Revised: October 18, 2016

Revised:

November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

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

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

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

National Clearinghouse for English Language Acquisition: <http://www.ncelea.us>

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

(11/12 4/15) 3/17