

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 12, 2016
6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Open Session, Call to Order and Pledge of Allegiance

President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:00 p.m. and Cub Scout Pack 1294 from Orangethorpe School led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Chris Thompson, Lynn Thornley
(Hilda Sugarman not present)

Administration present: Dr. Robert Pletka, Dr. Craig Bertsch, Dr. Emy Flores, Mrs. Susan Hume,
Mr. Jay McPhail

Public Comments

Diane Hickey, community member, provided a copy of links to sources from EMG International Scientists' Appeal to U.N. and World Health Organizations, California Medical Association (CMA) Resolution #107-14, Expert Docs Urge U.S. Secretary of Education: Play It Safe with Kids- Go Wired Not Wifi, and Canadian Medical Association Journal Reports Health Canada's wireless limits are "A Disaster to Public Health". These sources cite information on adverse effects of wireless technology.

Joe Imbriano, community member, expressed his concerns with wireless technology and the harm to children and staff with emission levels being too risky. He expressed his desire to have the Fullerton Observer include his concerns in their newspaper.

Introductions/Recognitions

Erlinda Soltero-Ruiz, Principal at Orangethorpe School, presented an iMovie regarding Orangethorpe School's many programs and activities. Mrs. Soltero-Ruiz introduced Rochelle Wolf (Assistant Principal), staff members, and parents who attended the Board meeting.

Superintendent's Report

Dr. Pletka announced the California Department of Education will be hosting a Gold Ribbon School celebration on May 10, 2016 (same night as the FSD Board Meeting). In addition, the Orange County Department of Education will host a more intimate Gold Ribbon Celebration on May 16, 2016. Fullerton School District has numerous schools who were nominated for the Gold Ribbon School Award and winners will be announced publicly in the near future. Dr. Pletka, attended the LA Festival of Books event in Los Angeles on Saturday, April 9. Attendees included students and staff from Beechwood, Richman, Laguna Road Schools and Parks JHS. It was a great day that allowed FSD students to obtain more knowledge regarding writing and get autographs from authors. He shared Ladera Vista JHS has done a phenomenal job of making their school an arts-emphasis school. The school is known as a center for arts and creativity and in three short years, Ladera Vista JHS has been transformed into a nationally recognized Exemplary School of the Arts, one of eight Junior High Schools in the country with this designation. All teachers have been trained in infusing visual and performing arts across all content areas, the school offers 32 arts-based electives.

Information from the Board of Trustees

Trustee Thompson – no report.

Trustee Meyer- She reported she read at several schools for Read Across America; attended the Richman School Steam Lab ribbon cutting; attended the CUE Annual Conference in Palm Springs; she toured Raymond and Golden Hill Schools and Ladera Vista JHS; attended student performances at Hermosa and Golden Hill Schools; and visited Apple headquarters in Cupertino along with 15 other FSD staff members. She took a moment of remembrance for Anita Smiley (previous FSD educator and FETA President) who recently passed

away. The All the Arts for All the Kids Art Auction will be held on Saturday, April 16 at the Fullerton Museum Plaza.

Trustee Berryman- She thanked the District for giving her an opportunity to attend the Every Student Succeeding Breakfast at the Bowers Museum honoring FSD's honoree: Giselle Hulsizer (Parks JHS student). She distributed a "Seasons of LCAP" flyer that PTA created to help understand the LCAP process. She distributed information regarding events and opportunities that the Bowers Museum offers to schools. She also shared a sample safety brochure from a neighboring school district. She reminded everyone that tickets can still be purchased for the Art Auction held on April 16.

President Thornley- She attended the Fullerton Fit Families event on March 12 and it was a great event.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Kristin Montoya- She spoke regarding the Friedrich's vs. CTA lawsuit in which the Supreme Court upholds a mandate that has been in effect for more than 40 years. She stated the decision was a victory for educators and public employees. Mrs. Montoya reported FETA representatives along with CSEA representatives, administration representative, and a Board member will be attending the Labor Management Initiative on May 12 put on by Tom Torlakson. She was happy to share that FSD has been participating in "random acts of kindness" and that FSD is an awesome place to be.

FESMA –Paula Pitluk –She reported that Julie Graham (Principal at Beechwood School) accompanied her to the ACSA Legislative Day on April 4 in Sacramento. They had an opportunity to discuss important issues to educators and ACSA.

Approve Minutes

Moved by Janny Meyer, seconded by Beverly Berryman and carried 4-0 to approve minutes of the Regular meeting on March 8, 2016.

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

Consent Items

Moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to approve the consent items. The Board commented on consent items #1b, 1j, and 1k.

Public Comments for consent item items: #1h, #1v, #1w, #1y and Discussion/Action #2a:

Diane Hickey and Joe Imbriano addressed the Board of Trustees regarding their concerns stemming from the risks of wireless technology and the direct link to medical concerns. They are concerned about funds being spent. Mrs. Hickey distributed the Electronic Silent Spring: Facing the Dangers and Creating Safe Limits by Katie Singer.

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 J22C0118 through J22C0143, J22D0789 through J22D0901, J22M0247 through J22M0267, J22R0794 through J22R0981, J22S0015 through J22S0016, J22T0007 through J22T0008, J22V0120 through J22V0135, and J22X0347 through J22X0352, for the 2015/2016 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 180815 through 180977 for the 2015/2016 school year.

1e. Approve/Ratify warrants numbered 103005 through 103532 for the 2015/2016 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 11289 through 11361 for the 2015/2016 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve out-of-state conference participation at the Harvard Institute for Superintendents and District Leaders offered May 15-18, 2016, at Harvard University, in Cambridge, Massachusetts for Craig C. Bertsch, Ed.D.

- 1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2016-March 31, 2016).
- 1j. Adopt Resolution #15/16-17 proclaiming May 15 – 21, 2016 as “Classified School Employee Week” in the Fullerton School District.
- 1k. Adopt Resolution #15/16-18 proclaiming May 11, 2016, as “Day of the Teacher” in the Fullerton School District.
- 1l. Approve/Ratify warrants numbered 1167 through 1168 for the 2015/2016 school year (District 48, Amerige Heights)
- 1m. Adopt resolutions numbered 15/16-B032 through 15/16-B038 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1n. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed in Education Code sections 17545-17555.
- 1o. Approve the piggyback bid for Corona-Norco Unified School District Bid No. 15/16-006 for just-in-time classroom and office supplies.
- 1p. Approve the piggyback bid for Garden Grove Unified School District Bid No. 1504 for the purchase of copy paper for Warehouse stock.
- 1q. Award Contract for Acacia Elementary School Kindergarten Shade Structure, FSD-15-16-CF-01, and Rolling Hills Elementary School Kindergarten Shade Structure, FSD-15-16-AH-01, to DBMC, Inc.
- 1r. Approve consultant agreement between Fullerton School District and AON Risk Consultants to conduct a workers compensation actuarial study.
- 1s. Approve/Ratify contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2016 through June 30, 2017.
- 1t. Approve Independent Contractor Agreement between Fullerton School District and Alice Chen to provide training to teachers on using the Google Ecosystem on June 2-3, 2016.
- 1u. Approve Independent Contractor Agreement between Fullerton School District and Dan Bennett to provide training to teachers on using Google Ecosystem on June 2-3, 2016.
- 1v. Approve out-of-state conference attendance for two Educational Services staff to attend the International Society for Technology in Education (ISTE) conference in Denver, Colorado from June 26-29, 2016.
- 1w. Approve Memorandum of Understanding (MOU) between Fullerton School District and Community Union, Inc., to provide Parent Empowerment through Technology at Commonwealth School from April 14, 2016 through May 24, 2016
- 1x. Approve/Ratify nonpublic agency agreement between Fullerton School District and ACES – Comprehensive Educational Services, Inc., for services effective March 14, 2016 through June 30, 2016.
- 1y. Approve out-of-state conference attendance for ten staff members to attend the 34th Annual Teaching of Writing Institute at Columbia University in New York, from June 20-24, 2016.
- 1z. Approve three-year licensing agreement between Fullerton School District and Curriculum Associates for iReady assessment system from July 1, 2016 through June 30, 2019.
- 1aa. Approve the use of California Multiple Award Schedule (CMAS) Contract number 3-12-70-2346E

(GigaKOM) for the installation of wireless access points for the 2016/2017 school year.

1bb. Approve Addendum between Fullerton School District and Independent Contractor Wes Kriesel to provide additional time to continue to provide professional level videos for the 2015/2016 school year.

1cc. Approve the piggyback bid for Glendale Unified School District Bid No. P-16 14/15 for the purchase of school furnishings, office furnishings, and accessories from various vendors.

1dd. Approve agreements with Cantrell Photography, Inc.; Lifetouch School Studios Inc.; and Studio 1.

1ee. Approve extension of Service Agreement between Fullerton School District and TeacherMatch, LLC, for the 2016-2017 and 2017-2018 school years.

1ff. Approve teachers from Valencia Park School to attend the iPadpalooza conference in Austin, Texas from June 22-24, 2016.

1gg. Approve out-of-state conference for Kyle Myers and Tracy Ramont, teachers at Valencia Park School, to present at the International Society for Technology in Education (ISTE) annual conference on June 26-29, 2016 in Denver, Colorado.

1hh. Approve reimbursement Agreement for Commission on Teaching and Credentialing Accreditation Site Visit April 25-27, 2016.

1ii. Approve name change for Ladera Vista Junior High School to Ladera Vista Junior High School of the Arts effective July 1, 2016

Discussion/Action Items

2a. Adopt Resolution #15/16-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

It was moved by Janny Meyer, seconded by Beverly Berryman and carried 4-0 to adopt Resolution #15/16-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

Administrative Reports

3a. "Sunshine" Fullerton School District's 2016/2017 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

First reading of Fullerton School District's 2016/2017 proposal to negotiate with California School Employees Association (CSEA), Chapter 130. Approval to be presented at the May 10, 2016 Board Meeting.

3b. First Reading of Revised Board Policy 1312.3 Uniform Complain Procedures.

First Reading of this revised policy. Approval to be presented at the May 10, 2016 Board Meeting.

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

No requests.

Adjournment

President Thornley adjourned the Regular meeting on April 12, 2016 at 7:04 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, May 10, 2016
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

•Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Craig Bertsch [Government Code sections 54954.5(f), 54957.6]

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

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.

Public Comments

Introductions/Recognitions

Railroad Days Poster Contest Winners

FSD Teachers of the Year Finalists:

- Linda Wingfield, Nicolas Junior High School
- Tracey Anderson, Acacia Elementary School

Classified School Employee of the Year Award:

- Jeanne Maisenbach, Laguna Road School

Student Safety Symposium Recognition:

- Helen Kharrat, Laguna Road School (parent)

FSD Administrator of the Year:

- Randa Schmalfeld, Ladera Vista Junior High School (Principal)

Catch Me at My Best Recipients

Reception for Honorees

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Approve Minutes

Regular Meeting April 12, 2016

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered J22C0118 through J22C0143, J22D0789 through J22D0901, J22M0247 through J22M0267, J22R0794 through J22R0981, J22S0015 through J22S0016, J22T0007 through J22T0008, J22V0120 through J22V0135, and J22X0347 through J22X0352, for the 2015/2016 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 180978 through 181026 for the 2015/2016 school year year.

1e. Approve/Ratify warrants numbered 103533 through 104005 for the 2015/2016 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 11362 through 11429 for the 2015/2016 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve Declaration of Need for Fully Qualified Educators for the 2016/2017 school year.

1i. Approve/Ratify Clinical Affiliation Agreement between Fullerton School District and Orange Coast College to commence March 1, 2016 through March 1, 2021.

1j. Approve Independent Contractor Agreement between Fullerton School District and Margy Price to provide coaching in leadership capacity for principals to promote student learning and achievement effective May 11, 2016 through June 30, 2016.

1k. Approve/Ratify warrant number 1104 for the 2015/2016 school year (District 40, Van Daele).

1l. Approve/Ratify warrant number 1169 for the 2015/2016 school year (District 48, Amerige Heights).

1m. Adopt Resolutions numbered 15/16-B039 through 15/16-B042 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Award Contract FSD-15-16-GFR-01 to American Technologies, Inc., for Asbestos Abatement at Parks Jr. High School.

- 1o. Award Contract FSD-15-16-GFR-02 to Astro Painting Company, Inc., for summer painting 2016 at various sites. Award Contract FSD-15-16-GFR-02 to Astro Painting Company, Inc., for summer painting 2016 at various sites.
- 1p. Award Contract FSD-15-16-GFR-03 to Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs.
- 1q. Award Contract FSD-15-16-CF-02 to WCCR Construction for Laguna Road Elementary School play apparatus replacement.
- 1r. Reject all Bids for Parks Junior High School 2016 Interim Housing, FSD-15-16-RD-01.
- 1s. Approve rejection of property loss claim number LBI1602175 DD.
- 1t. Approve Agreement between Fullerton School District and Vantage Learning, *My Access* for the 2016/2017 school year.
- 1u. Approve purchasing agreement between Fullerton School District and CUE Professional Learning to provide professional staff development to K-8 grade teachers on September 2, 2016.
- 1v. Approve college courses offered to 8th grade students by Fullerton College for the 2016-2017 school year.
- 1w. Approve/Ratify Nonpublic Agency Agreement between the Fullerton School District and Maya Borna, Inc., for services effective April 18, 2016 through June 30, 2016.
- 1x. Approve Position Description for Literacy Coordinator III.
- 1y. Approve annual membership for Emy Flores, Ed.D., to the Association of Latino Administrators and Superintendents (ALAS).
- 1z. Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation of the AVID Program at Nicolas Junior High School from July 1, 2016 to June 30, 2017.
- 1aa. Approve Amendment #2 of the Internet Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current Agreement by one year (Agreement Number 40344) beginning July 1, 2016 through June 30 2017.
- 1bb. Approve 2016/2017 Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2016 through June 30, 2017.
- 1cc. Approve the Apple Direct Customer Agreement.
- 1dd. Approve Independent Contractor Agreement between Fullerton School District and Rodger Bybee for Next Generation Science Standards and the 5 E Model to be held on June 7, 2016.

Discussion/Action Items

- 2a. Adopt Resolution #15/16-20 reducing/eliminating identified Classified positions effective August 8, 2016.
- 2b. Approve Fullerton School District's 2016/2017 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.
- 2c. Approve revised Board Policy 1312.3 – Uniform Complaint Procedures.

2d. Approve Summer STEAM Camp Program at University of Southern California (USC) for Fullerton School District students to attend four weeks in July 2016.

Administrative Report

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

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

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 21, 2016, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed. D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignment(s), resignation(s), reassignment(s), retirement(s), and leave of absence(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CCB:ad
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

NEW HIRE(S)

NAME/NAMES	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Silvia Romo	Dual Immersion K / Raymond	IV/13	100	08/03/2016
Jennifer Archer	Substitute Speech Therapist	Employ	100	04/14/2016
Elicia Pieper	Substitute Teacher	Employ	100	04/07/2016
Jennifer Saul	Substitute Teacher	Employ	100	04/04/2016
Sarah Swanson	Substitute Teacher	Employ	100	04/28/2016
James Delva	Substitute Teacher	Employ	100	04/14/2016

EXTRA DUTY ASSIGNMENT(S)

Writing Workshop I Summer Training

Approve stipend of \$120 per day for three (3) days, stipend not to exceed \$360, from budget 0138552229-1901 for attending and participating in Writing Workshop I Summer Training, Grades K-2, on July 13-15, 2016 for the following certificated personnel:

Connie Davis	Lauren Whalen	Pamela Keller	Jenny Mortensen
Lori Trotter	Michelle Vasiliadis	Rachel McCormick	Maria Angelica Prado
Susan Irwin	Stephanie Soltero	Terry Radzai-Sanchez	Sylvia Chung
Whitney Kean	Susan Bojorquez	Dalila Tirado	Denise Segundo
Leslie Taylor	Dora Muro	Eden Oeding	Teresa Klausmeier
Karen Green	Alyssa Larnerd	Melissa Pepin	Cari Bailey
Kerri White	Angela A Lee	Rosalie Stout	Dionna Spencer
Danica Rosales	Betty Chang	Kimberly Reed	Jennifer Brkich
Lauren Moses	Celia Pilkington	Caroline Boehm	Natalie Alcaraz
Elizabeth Brinkerhoff	Katherine Duchsherer	Danielle O'Toole	
Stephanie Burcombe	Marisol Hernandez	Debra Bird	
Wendy Lloyd Davies	Nancy Karcher	Jennifer Alonzo	

Approve stipend of \$120 per day for three (3) days, stipend not to exceed \$360, from budget 0138552229-1901 for attending and participating in Writing Workshop I Summer Training, Grades 3-6, on July 20-22, 2016 for the following certificated personnel:

Brenna Carreon	Cindy Wilson	Jennifer Alonzo	Sylvia Chung
Judy Knowles	Kyle Ruiz	Kim Guerard	Tracy Ramont
Michelle Kim	Pamela Zinnel	Lorena Toone	Alina Mills
Joe Conti	Alice Cha	Sally Choi	Diana Colby-Lohr
Danielle Carrillo	Dona Miller	Francisco Sandoval	Heidi Ferlin
Jennifer Ahn	Jenna Breite	Danielle Bagger	Ken Zeh
Nicole Drew	Marcie Stanislaw	Judith Beleber	Kimberly Bergen
Becky Munson	Amy Elwood	Martha Floyd	Kimberly Simpson
Katrina O'Meara	Ana Arellano-	Robert Calderon	Leanna Pionke
Kelly Talbot	Hernandez	Kimberly Cleary-Horn	Ronette Merrihue
Kim Bass	Christine Stolo	Debbie Byers	
Tracy Kim	Elena Hedderig	Lupe Escobar	
Vicki Koda	Jean Summy	Sandy Bordy	

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Writing Workshop I Summer Training

Approve stipend of \$120 per day for two (2) days, stipend not to exceed \$240, from budget 0138552229-1901 for attending and participating in Writing Workshop II Summer Training, Grades K-2, on July 11-12, 2016 for the following certificated personnel:

Tracey Anderson	Stephanie Guppy	Debbie Orwat	Helena Lim
Kristina Cathcart	Katie Murray	Dori Skaggs	Anna Choi
Kristine Spencer	Jody Higgs	Lisa McMillan	Debbi Kennelly
Jennifer Healy	Teresa Green	Jose Perez	Mary Nguyen
Joy Arnold	Ann Nicholes	Luann Grismer	
Emily McDougall	Malinda Jeffries	Karen Skoug	
Michelle Ritz	Gwynne Hill	Jennifer Berens	

Writing Workshop II Summer Training

Approve stipend of \$120 per day for two (2) days, stipend not to exceed \$240, from budget 0138552229-1901 for attending and participating in Writing Workshop II Summer Training, Grades 3-6, on July 18-19, 2016 for the following certificated personnel:

Chris Gilstrap	Jamie Freeman	Enoch Yousling	Julie Smith
Christi Martinez	Caryl Phillips	Kelly Pellizzari	Ivy Ninofranco
Christine Roh/Lee	Matt Mankiewicz	Cathy Wilson	Gabrielle Yolla
Blair Campbell	Amy Sylvester	Angela Platon	Aeri Oh
Katie Allen	Sharon Quirk-Silva	CaroleAnn Curley	Minh Thu Nguyen
Teena Keverian	Lynne Frutchey	Pamela Penner	Jeannette O'Toole
Carin Leavitt	Bethanie Collins	Devi Sok-Huynh	Audrey Hodge
Ruben Reed	Christi Tucker	Amy Chung	Maria Saqr
Kate Paul	Debbie McKechnie	Laura Grover	Amber Angulo
Christina Corradino	Tempora Wise	Quitral Val	Nicole Foley
Mary Kay Orr	Nicole Foley	Lois Chow	

Visible Innovation Program (VIP)

Approve stipend of \$120 per day for two (2) days, stipend not to exceed \$240, from budget 0138552229-1901 for attending and participating in the VIP (Visible Innovation Program) Summer Training on May 31 – June 1, 2016, Grades 3-8, for the following certificated personnel:

Sandy Bretz	Ana Arellano-	Lois Chow	Kim Cleary-Horn
Gertchen Francisco	Hernandez	Julie Smith	Sylvia Chung
Brenna Carreon	Cynthia Ramirez	Leslie Santillan	Heidi Ferlin
Arshiya Khan	Vanessa Aranda	Aeri Oh	Kimberly Simpson
Christine Byun	Jennifer Alonzo	Minh Thu Nguyen	Sharon Quirk-Silva
CaroleAnn Curley	Sally Choi	Audrey Hodge	Brittany Morrison
Christi Tucker	Laura Grover	Jody Dyer	
Elena Hedderig	Val Quitral	Christy Jones	

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Primarypalooza

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0138552229-1901 for attending and participating in the Primarypalooza Summer Training on May 31, 2016, Grades TK/K, for the following certificated personnel:

Susan Pettinicchio	Marisol Hernandez	Houria Hall
Danica Rosales	Amanda Klein	Sylvia Chung
Lauren Whalen	Jose Perez	Cari Bailey
Teresa Green	Luann Grismer	
Shelley Behrns	Lisa McMillan	

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0138552229-1901 for attending and participating in the Primarypalooza Summer Training on June 1, 2016, Grades 1-2, for the following certificated personnel:

Angela A Lee	Vanessa Duenas	Stephanie Diaz
Kristine Spencer	Jennifer Alonzo	Jennifer Berens
Emily McDougall	Alyssa Larnerd	Houria Hall
Elizabeth Zoellner	Jennifer Healy	Angel Smythe Parisi
Connie Davis	Tammie Lees	Janet Kranich
Susan Pettinicchio	Michelle Vasiliadis	Sylvia Chung
Kerri White	Betty Chang	Katie Murray

Approve contract hourly rate not to exceed twelve (12) hours, from budget 0138552229-1901, for prep time and presenting at the Primarypalooza summer training on May 31, 2016 for the following certificated personnel:

Karen Green

Approve contract hourly rate not to exceed six (6) hours, from budget 0138552229-1901, for co-presenting at the Primarypalooza summer training on May 31, 2016 for the following certificated personnel:

Melissa Pepin

Approve contract hourly rate not to exceed twelve (12) hours, from budget 0138552229-1901, for prep time and presenting at the Primarypalooza summer training on June 1, 2016 for the following certificated personnel:

Ann Kozma

Approve contract hourly rate not to exceed six (6) hours, from budget 0138552229-1901, for co-presenting at the Primarypalooza summer training on June 1, 2016 for the following certificated personnel:

Sarah Cooper

Techonology & Media Services / Curriculum Development

Approve contract hourly rate not to exceed 160 hours, from budget 0140955249-1901, for curriculum development on May 30, 2016 – August 5, 2016 for the following certificated personnel:

Ann Kozma	Susan Chu
Jason Chong	Pablo Diaz

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Visible Innovation Program

Approve contract hourly rate not to exceed twelve (12) hours, from budget 0138552229-1901, for co-presenting at the Visible Innovation Program summer training on May 31 – June 1, 2016 for the following certificated personnel:

Susan Chu
Jason Chong

Carole Ann Curley
Kim Bass

Approve contract hourly rate not to exceed seven (7) hours, from budget 0138552229-1901, for co-presenting at the Visible Innovation Program summer training on May 31, 2016 for the following certificated personnel:

Ann Kozma

Google Boot Camp

Approve contract hourly rate not to exceed twelve (12) hours, from budget 0138552229-1901, for co-presenting at the Google Boot Camp summer training on June 2-3, 2016 for the following certificated personnel:

Ann Kozma

Jason Chong

Transitional Kindergarten PLC Planning

Approve contract hourly rate not to exceed seven (7) hours, from budget 0138552229-1901, for attending Transitional Kindergarten PLC planning meeting on August 3, 2016 for the following certificated personnel:

Karen Green
Melissa Huff
Amanda Klein

Melissa Pepin
Eva Arreola
Claudia Johnston

Sarah Spero

Multi-Tiered System of Supports (MTSS) Development Team

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 212 for attending and participating in the Multi-Tiered System of Supports Development Retreat on June 1, 2016 or June 2, 2016 for the following certificated personnel:

Lauren Nguyen
Jacqueline Gallardo-Hoffmaster
Susana Masters
Susan Sutton

Yaelan Choo
Kerry Hosozawa-Wu
Mary Anne Halloran
Natalie Dunn

Leah Wathen
Lois Chow
Brian Mangino

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 01302271011101 for attending and participating in the Multi-Tiered System of Supports Development Retreat on May 31, 2016 or June 3, 2016 for the following certificated personnel:

Nancy Kozma
Kristin Schleicher
Amy Andi-Swaine
Erin Acosta
Lauren Harter

Cynthia Guttenplan
Linda Kelley
Melissa Hooper
Jenny Chun
Jennifer Garibay

Janet Kranich
Suzanne Walker
Karen Cova
Alexandra Bishop

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Raymond Leadership Team

Approve contract hourly rate not to exceed three (3) hours, from budget 0121224101-1101, for Raymond Leadership Team in depth planning for the 2016/2017 school year on August 2, 2016 for the following certificated personnel:

Deborah Bristow
Breanna Collins
Danielle Bagger

Samantha Sanchez
Angela A Lee
Rosalie Stout

Theresa Collar
Silvia Romo
Caternia Carter

iReady Training

Approve stipend of \$60 per half day for one (1) day, stipend not to exceed \$60, from budget 0138552229-1901 for attending and participating in iReady Training on May 31, 2016, for the following certificated personnel:

Christi Martinez
Leanna Pionke
Lorraine Gire
Allison Demonteverde
Lauren Nguyen
Teresa Klausmeier
Jennifer Brkich
Rudolph Petris
Kristen Hubbard
Katie Murray
Kelly Cattern
Wendy Lloyd-Davies
Lauren Moses
Amy Farace
Vicky Koda
Danna Brookman
Karen Nelson
Kim Bass
Caryl Philips
Dalila Tirado
Maria Angelica Prado
Elizabeth Zoellner

Angela Lee
Connie Davis
Rene Howell
Vanessa Duenas
Diana Colby-Lohr
Kathryn Allen
Ken Zeh
Amy Chung
Khemaradevi Sok-Huynh
Lauren Lee
Theresa Ryan
Heidi Ferlin
Leah Wathen
Kerry Hosozawa-Wu
Natalie Dunn
Jaime Freeman
Kari Udhus
Eden Oeding
Gretchen Francisco
Patricia Ascari
Lauren Comini
Shannon Glasby

Michelle Kim
Jeanie Kim
Nicole Drew
Elaine Swank
Kristine Spencer
Debra Bird
Shalimar Licon
Joy Arnold
Clara Kollmansberger
Susan Stack-Kitley
Lara Lewis
Nancy Regitz
Debra Kojima
Rosalie Stout
Julie Angelcor
Carol Philips
Paul Ramirez
Dionne Sincire
Hannah Lim
Anne LaFont
Brittney Koski
Heidi Cockerill

Sue Bergeron
Kristin Campos
Ingrid Labutis
Julie Sanchez
Judith Knowles
JoAnn Higgs
Jeannette Nunez
Joyce Bleker
Ann Scott
Carol Briggs
Heather Moskowitz
Jennifer Healy
Carie Thomas
Marissa Batistelli
Evelin Hernandez
Alyssa Larnerd
Jennifer Ahn
Amanda Klein
Sarah Lee

Nicolas Jr High Curriculum Development and PBIS Implementation

Approve contract hourly rate not to exceed six (6) hours, from budget 212, for Curriculum Development and PBIS Implementation on June 1-10, 2016 for the following certificated personnel:

Lauren Comini
Christine Olivolo
Peter Karaya

Shannon Glasby
Angela Kim
Melinda Candelaria

Edward Briggs
Shital Desai
Dawn Inouye

Katerina Sorrell

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD
OF TRUSTEES ON MAY 10, 2016**

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

iReady Training

Approve stipend of \$60 per half day for one (1) day, stipend not to exceed \$60, from budget 0138552229-1901 for attending and participating in iReady Training on June 1, 2016, for the following certificated personnel:

Elizabeth Ellison	Lisa McMillan	Susan Scarff	Kimberly Bergen
Linda Wingfield	Teresa Green	Anna Choi	Blair Campbell
Steve Rabenston	Irene Kim	Christina Corradino	Stacy Hollenbeck
Danielle Chenault-Tavera	Marcie Stanislaw	Maria Saqr	Kate Paul
Joe Conti	Brenda Chavarin	Amber Angulo	Tricia Hyun
Cara Baker	Cari Bailey	Jeannette O'Toole	Ariel Marten
Robert Calderon	Julia Barr	Jamie McDonnell	Laura Jones
Deborah Kennelly	Susie Wren	Meghan Phillips	Marcel Rowatt
Nicole Mahar	Denise Segundo	Christine Olivolo	Elena Hedderig
Houria Hall	Lori Trotter	Maggie Moyer	Katherine Duchscherer
Denise Bacher	Yvonne Silva	Lauren Whalen	Pamela Keller
Carolyn Manos	Anthea Muro	Marisol Hernandez	Katherine Duchscherer
Susan Wells	Joyce Hartman	Veronica Krause	Ivy Ninofranco
Whitney Kean	Tracey Anderson	Natalie Valenzuela	Kyle Williamson
Connie Learn	Kristina Cathcart	Jasel Contreras	Laura Jones
Gabrielle Yolla	Shelley Behrns	Natalie Alcaraz	Michelle Vasiliadis
	Teena Keverian	Dionna Spencer	

iPersonalize

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0138552229-1101 for attending in iPersonalize training on June 6, 2016 or June 13, 2016, for the following certificated personnel:

Heidi Cockerill	Andrew Montoya	Martha Floyd
Debra Kojima	Sarah Lee	Judith Beleber
Danielle Carrillo	Esmeralda Pulido	Jody Watkins
Kim Brewer	Andrea Geottinger	Denise Bacher
Nicole Drew	Jill Pope	Gabrielle Yolla
Cara Baker	Carlos Donnelly	Linda Kelley
Meghan Phillips	Gina Ortiz	Pamela Ryono
Megan Holbrook	Kristin Montoya	Alexandra Bishop
Danielle Chenault-Tavera	Bethanie Collins	Jennifer Garibaywre
Joe Conti	Angela Platon	Lauren Harter
Steve Rabenston	Christi Tucker	Karen Cova
Elizabeth Ellison	Lauren Lee	Tracy Ramont
Kyle Stava	Khemaradevi Sok-Huynh	Sandy Bordy
Jamie Freeman	Amy Chung	Yasmine Chavez
Mary Kay Orr	Josh Render	Paul Ramirez
Beniy Waisanen	Theresa Ryan	Susie Wren
Danna Brookman	Cynthia Ramirez	Leanna Pionke
Caryl Phillips	Vanessa Aranda	Ronette Merrihue
Karen Nelson	Jean Summy	Kimberly Simpson
Rudolph Petris	Fransisco Sandoval	Kenneth Zeh
Amy Sylvester	Dave Nguyen	Kyle Morita
Christina Corradino	Susan Wells	Marissa Ortega
Dona Miller	Jennifer Harris	Christine Olivolo
Cynthia Wilson	Stephanie Wilmoth	Lauren Comini
Pamela Zinnel	Danielle Bagger	Allison Demonteverde

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Junior High School Promotion

Approve contract hourly rate not to exceed three (3) hours, from budget number indicated below for Jr High Promotion for the 2015/2016 school year on May 27, 2016 for the following certificated personnel:

Jesus Silva (0110020101-1101)	Anthony Martinez (0110017101-1101)
Shannon Glasby (0110020101-1101)	Andrew Montoya (0110017101-1101)
Sara Rhyne (0113054101-1101)	Kristin Montoya (0110017101-1101)
Peter Karaya (0110020101-1101)	Kyle Morita (0110017101-1101)
Dawn Pelletier-Inouye (0110020101-1101)	Jillian Nagler (0110017101-1101)
Edward Briggs (0110020101-1101)	Lan Nguyen (0110017101-1101)
Melinda Candelaria (0110020101-1101)	Cynthia Berry (0110017101-1101)
Walene Lee (0110020101-1101)	Ann Nilsen (0113054101-1101)
Christine Olivolo (0110020101-1101)	Gina Ortiz (0110017101-1101)
Jenny Trujillo (0112154101-1101)	Jill Pope (0112254101-1101)
Lauren Comini (0110020101-1101)	Esmeralda Pulido (0110017101-1101)
Angela Kim (0110020101-1101)	Jon Samuelson (0110017101-1101)
Cynthia Rohdenburg (0112254101-1101)	Jennifer Schuett-Maloney (0110017101-1101)
Ezekiel Paz (0110020101-1101)	Anthony Wilson (0110017101-1101)
Sara Soriano (0114154101-1101)	Tricia Hyun (0110023101-1101)
Marlon Barcelona (0110017101-1101)	Karla Turner (0110023101-1101)
Erin Barrett (0110017101-1101)	Melissa Martinez (0110023101-1101)
Kim Blashaw (0113054101-1101)	Orba Smith (0113054101-1101)
Christine Byun (0110017101-1101)	Kimberly Barr (0110023101-1101)
Andrea Calvo (0110017101-1101)	Geoff Hecht (0110023101-1101)
Celeste Clary (0112154101-1101)	Marie Chabanel (0110023101-1101)
Kelley Crowley (0110017101-1101)	Philip Ling (0110023101-1101)
Douglas Elmore (0110017101-1101)	Matthew Stricker (0110023101-1101)
Alexander Fotinakes (0114154101-1101)	Leslie Santillan (0110023101-1101)
David Garcia (0110017101-1101)	Catherine Ryan (0110023101-1101)
Andrea Goettinger (0110017101-1101)	Michael Bledsoe (0151223311-1201)
Scott Harrison (0113054101-1101)	Dave Nguyen (0110023101-1101)
Lynda Hodges (0110017101-1101)	Stella Kim (0110023101-1101)
Irene Kim (0110017101-1101)	Daniela Sorensen (0110023101-1101)
Michael Klein (0151217311-1201)	Timothy Sorensen (0112254101-1101)
Connie Learn (0110017101-1101)	Gordon Jones (0110023101-1101)
Sarah Lee (0110017101-1101)	Susan Wells (0110023101-1101)

Approve stipend of \$60 per half day for one (1) day, stipend not to exceed \$60, from budget 0110017101-1101 for participating in Ladera Vista Jr High Promotion on May 27, 2016 for the following certificated personnel:

Alexandra Davila

Parks Jr. High Master Scheduling

Approve contract hourly rate not to exceed forty (40) hours, from budget 0130223101-1101, for Parks Jr High Master Scheduling for the 2015/2016 school year on May 31, 2016 - August 3, 2016 for the following certificated personnel:

Kristi Hernandez

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

iPersonalize

Approve contract hourly rate not to exceed twenty-four (24) hours, from budget 0138552229-1101, for iPersonalize for the 2016/2017 school year on June 7-17, 2016 for the following certificated personnel:

Heidi Cockerill	Sarah Lee	Jody Watkins
Debra Kojima	Esmeralda Pulido	Denise Bacher
Danielle Carrillo	Andrea Geottinger	Gabrielle Yolla
Kim Brewer	Jill Pope	Linda Kelley
Nicole Drew	Carlos Donnelly	Pamela Ryono
Cara Baker	Gina Ortiz	Alexandra Bishop
Meghan Phillips	Kristin Montoya	Jennifer Garibaywre
Megan Holbrook	Bethanie Collins	Lauren Harter
Danielle Chenault-Tavera	Angela Platon	Karen Cova
Joe Conti	Christi Tucker	Tracy Ramont
Steve Rabenston	Lauren Lee	Sandy Bordy
Elizabeth Ellison	Khemaradevi Sok-Huynh	Yasmine Chavez
Kyle Stava	Amy Chung	Paul Ramirez
Jamie Freeman	Josh Render	Susie Wren
Mary Kay Orr	Theresa Ryan	Leanna Pionke
Beniy Waisanen	Cynthia Ramirez	Ronette Merrihue
Danna Brookman	Vanessa Aranda	Kimberly Simpson
Caryl Phillips	Jean Summy	Kenneth Zeh
Karen Nelson	Francisco Sandoval	Kyle Morita
Rudolph Petris	Dave Nguyen	Allison Demonteverde
Amy Sylvester	Susan Wells	Marissa Ortega
Christina Corradino	Jennifer Harris	Christine Olivolo
Dona Miller	Stephanie Wilmoth	Lauren Comini
Cynthia Wilson	Danielle Bagger	
Pamela Zinnel	Martha Floyd	
Andrew Montoya	Judith Beleber	

Approve stipend of \$120 per day for five (5) days, stipend not to exceed \$600, from budget 0138552229-1101 for attending in iPersonalize training on June 13-17 2016, for the following certificated personnel:

Candace Di Bella

Approve contract hourly rate not to exceed sixty (60) hours, from budget 0138552229-1101, for iPersonalize for the 2016/2017 school year on June 6-17, 2016 for the following certificated personnel:

Alison Garcia Shoshana Levin Amy Lees Michelle Kim Clinton Mosley

Approve contract hourly rate not to exceed thirty (30) hours, from budget 0138552229-1101, for iPersonalize for the 2016/2017 school year on June 6-17, 2016 for the following certificated personnel:

Matthew Mankiewicz	Amy Elwood	Carlos Donnelly	Jesus Uribe
Angela Platon	Christine Stolo	Kimberly Barr	Cynthia Rounds
Krista Ceballos	Tricia Hyun	Phil Ling	
Ivy Ninofranco	Paul Clemente	Shannon Glasby	
Kimberly Guerard	Mary Smith	Julia Barr	

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON MAY 10, 2016

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Tiger Woods Foundation STEM Studio

Approve stipend of \$120 per day for five (5) days, stipend not to exceed \$600, from budget 021225101-1101 for attending and participating in Tiger Woods Foundation STEM Studio July 25-29, 2016, for the following certificated personnel:

Sara Cooper

Implementation of Positive Behavior Intervention and Supports

Approve stipend of \$120 per day for seven (7) days, stipend not to exceed \$840, from budget 0121229101-1100 for participating in Implementation of Positive Behavior and Supports May 27, 2016 – June 7, 2016 for the following certificated personnel:

Cari Bailey

Dionna Spencer
Natalie Alcaraz

Kimberly Simpson
Jamie McLellan

Beechwood IB Unit Planning

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0138552229-1101 for attending IB Unit Planning on June 6, 2016 or June 13, 2016, for the following certificated personnel:

Carin Leavitt
Sandy Bretz
Cara Baker

Marisa Sonny
Ruben Reed
Janette Bustamante

Anne Stenton
Julia Barr
Ward Rovira

Professional Learning Committee Meeting

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0121221101-1101 for attending Professional Learning Committee Meeting on July 29, 2016 for the following certificated personnel:

Alyssa Larnerd
Heather Moskowitz
Celia Pilkington
Elizabeth Makino
Marisol Hernandez
Nancy Karcher
Jodi Chavez
Rachel McCormick
Darlene Waters
Betty Chang

Janice Nelson
Katie Duchsherer
Marcel Rowatt
Brenda Chavarin
Pamela Keller
Ana Arellano-Hernandez
Sally Choi
Vanessa Aranda
Cynthia Ramirez
Manako June Ogawa

Jennifer Alonzo
Kimberly Guerard
Amy Elwood
Elena Hedderig
Christine Stolo
Miguel Frausto
Francisco Sandoval
Jean Summy

Orangethorpe Kindergarten Screening

Approve stipend of \$60 per half day for two (2) days, stipend not to exceed \$120, from budget 0130221101-1101 for participating in Kindergarten Screening on August 1-2, 2016 for the following certificated personnel:

Alyssa Larnerd
Heather Moskowitz

Celia Pilkington
Marisol Hernandez

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD
OF TRUSTEES ON MAY 10, 2016**

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Pacific Drive Extended School Year – Special Education

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Shannon Ambuehl	Site Lead	60% per diem Management Salary Schedule Class II, Step B, 15 days #123	06/13/16-07/01/16

Approve per diem daily rate, not to exceed fifteen (15) days from budget 123 on June 10-30, 2016 for the following Certificated Personnel:

Francis Ruiz

Approve per diem daily rate, not to exceed two (2) days from budget 123 on June 13-17, 2016 for the following Certificated Personnel:

Sorour Khalili

Approve per diem daily rate, not to exceed seventeen (17) days from budget 511 on June 9 – July 1, 2016 for the following Certificated Personnel:

Jody Goodrich

Approve per diem daily rate, not to exceed seventeen (17) days from budget 511 on June 2 – July 1, 2016 for the following Certificated Personnel:

Drew Balcom

Jeannette Nunez	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Lori Trotter	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
James Delva	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Caitlyn Reynolds	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Jenny Trujillo	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Miguel Frausto	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Amy Jahn	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Kaitlyn Villa	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Susan Pettinicchio	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Ariel Marten	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16
Stephanie Soltero	Contractual hourly rate not to exceed 94.5 hours, budget # 123		06/03/16-07/01/16

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD
OF TRUSTEES ON MAY 10, 2016**

EXTRA DUTY ASSIGNMENT(S) – CONTINUED

Pacific Drive Extended School Year – Special Education

Brian Mangino	Contractual hourly rate not to exceed 94.5 hours, budget # 123	06/03/16-07/01/16
Elizabeth Parra	Contractual hourly rate not to exceed 94.5 hours, budget # 123	06/03/16-07/01/16
Michele Scofield	Contractual hourly rate not to exceed 94.5 hours, budget # 123	06/03/16-07/01/16
Yvonne Sylvester	Contractual hourly rate not to exceed 94.5 hours, budget # 123	06/03/16-07/01/16
Amie Haselton	Contractual hourly rate not to exceed 94.5 hours, budget # 123	06/03/16-07/01/16
Zona Gray-Blair	Contractual hourly rate not to exceed 94.5 hours, budget # 123	06/03/16-07/01/16
Cortney Carreon	Contractual hourly rate not to exceed 99 hours, budget # 123	06/02/16-07/01/16
Larissa Niesen	Contractual hourly rate not to exceed 99 hours, budget # 123	06/02/16-07/01/16
Joan Abumahad	Contractual hourly rate not to exceed 40.5 hours, budget # 123	06/03/16-06/15/16
Susan Crevello	Contractual hourly rate not to exceed 45 hours, budget # 123	06/03/16-06/17/16
Cheryl Roy	Contractual hourly rate not to exceed 165 hours, budget # 123	06/03/16-07/01/16
Kristin Lipiz	Contractual hourly rate not to exceed 165 hours, budget # 123	06/03/16-07/01/16
Cynthia Acaba	Contractual hourly rate not to exceed 165 hours, budget # 123	06/03/16-07/01/16
Elizabeth Makino	Contractual hourly rate not to exceed 99 hours, budget # 123	06/02/16-07/01/16

Go Math Training

Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0121752211-1901 for participating in Go Math Training on May 9, 2016 for the following certificated personnel:

Rosalie Stout

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD
OF TRUSTEES ON MAY 10, 2016**

RESIGNATION(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Jennifer Burns	1 st Grade / Acacia	Resign	5/26/2016
James Delva	SDC Mild / Mod /Fern Drive	Resign	4/12/2016
Rachel Boecking	2 nd Grade / Maple	Resign	5/26/2016
Hannah Nelson	2 nd Grade / Hermosa Drive	Resign	5/26/2016
Mary Dardis	Preschool / Commonwealth	Resign	5/26/2016
Stephanie E. Diaz	English / Nicolas Jr. High	Resign	5/11/2016

RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Patricia Kawaguchi	2 nd Grade (50%) / Fern Drive	Retire	5/26/2016
Paula Pitluk	Principal / Sunset Lane	Retire	6/09/2016

REASSIGNMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
2256	Elementary Grade/ To Be Determined	IV/13	8/04/2016

LEAVE OF ABSENCE(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Sarah Rodriguez	Dance / Ladera Vista Jr High	Leave of Absence	8/4/2016 - 5/25/2017
Manako Ogawa	4 th Grade (50%) / Orangethorpe	Leave of Absence	8/4/2016 - 5/25/2017

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on May 10, 2016.

Clerk/Secretary

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

SH:gs
Attachment

CONSENT ITEM

DATE: April 12, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED J22C0118 THROUGH J22C0143, J22D0789 THROUGH J22D0901, J22M0247 THROUGH J22M0267, J22R0794 THROUGH J22R0981, J22S0015 THROUGH J22S0016, J22T0007 THROUGH J22T0008, J22V0120 THROUGH J22V0135, AND J22X0347 THROUGH J22X0352 FOR THE 2015/2016 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 J22C0118 through J22C0143, J22D0789 through J22D0901, J22M0247 through J22M0267, J22R0794 through J22R0981, J22S0015 through J22S0016, J22T0007 through J22T0008, J22V0120 through J22V0135, and J22X0347 through J22X0352, for the 2015/2016 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22C0144	CASCWA	300.00	300.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
J22C0145	FIRST PRESBYTERIAN NURSERY SCH	860.00	430.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
			430.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
J22C0146	SAN BERNARDINO COUNTY SUPT	500.00	500.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
J22C0147	CCSESA	1,315.84	1,315.84	0130417109 5210	Site Discr Instruction Ladera / Conferences and Meetings
J22C0148	BUREAU OF EDUCATION AND RESEAR	478.00	478.00	0125554391 5210	LEA Medi Cal Reimb OT / Conferences and Meetings
J22C0149	ORANGE CNTY DEPARTMENT OF EDUC	220.00	220.00	0138552229 5210	Educ Effectvness InstrStaffDev / Conferences and Meetings
J22C0150	ORANGE COUNTY SCHOOL NURSES AS	150.00	150.00	0151354341 5210	Health Services / Conferences and Meetings
J22C0151	PRESIDENT AND FELLOWS OF HARVA	2,725.00	2,725.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
J22C0152	CAL POLY POMONA FOUNDATION INC	1,500.00	1,500.00	0109411102 5210	Foundation Instr Beechwood / Conferences and Meetings
J22D0902	FIRSTCALL OFFICE SOLUTIONS INC	696.60	696.60	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
J22D0903	FIRSTCALL OFFICE SOLUTIONS INC	9,288.00	9,288.00	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
J22D0904	SUPPLY MASTER	1,110.56	1,110.56	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0905	LEGO EDUCATION	939.96	939.96	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
J22D0906	ART SUPPLY WAREHOUSE	5,535.00	4,121.00	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
			1,414.00	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
J22D0907	GOPHER SPORT	604.88	604.88	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
J22D0908	DICK BLICK ART MATERIALS	355.10	355.10	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
J22D0909	SCHOOL NURSE SUPPLY INC	230.34	230.34	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
J22D0910	SCHOLASTIC BOOK FAIRS	268.92	268.92	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
J22D0911	DICK BLICK ART MATERIALS	193.23	193.23	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
J22D0912	NEW MANAGEMENT INC	131.80	131.80	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22D0913	NASCO WEST INC	357.75	357.75	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
J22D0914	NASCO WEST INC	969.50	969.50	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22D0915	LITTLEBITS ELECTRONICS INC	8,635.68	8,635.68	0111612161 4310	Donation Technology Grants CW / Materials and Supplies
J22D0916	DICK BLICK ART MATERIALS	172.12	172.12	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
J22D0917	DEMCO INC	51.11	51.11	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
J22D0918	DEMCO INC	1,021.63	1,021.63	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
J22D0919	HUMAN RELATIONS MEDIA	165.15	165.15	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
J22D0920	ORIENTAL TRADING COMPANY	31.29	31.29	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0921	CREATEFORLESS	400.72	400.72	0130423162 4310	Needlecraft Parks Jr High / Materials and Supplies Instr
J22D0922	LEGO EDUCATION	2,241.71	2,241.71	0130420169 4310	Math Nicolas / Materials and Supplies Instr
J22D0923	IMAGESTUFF.COM	162.00	162.00	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0924	DISCOUNT SCHOOL SUPPLY	248.63	248.63	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
J22D0925	MUSIC AND ARTS CENTER	1,433.90	1,433.90	0130420119 4310	Music Nicolas / Materials and Supplies Instr
J22D0926	FIRSTCALL OFFICE SOLUTIONS INC	7,084.80	7,084.80	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
J22D0927	MOBYMAX	699.00	699.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22D0928	AMAZON.COM	51.99	51.99	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
J22D0929	AMAZON.COM	219.94	219.94	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
J22D0930	AMAZON.COM	151.19	151.19	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
J22D0931	AMAZON.COM	189.87	189.87	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0932	AMAZON.COM	267.05	267.05	0130224101 4310	Resp to Interv Instr Raymond / Materials and Supplies Instr
J22D0933	AMAZON.COM	47.90	47.90	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
J22D0934	AMAZON.COM	351.82	351.82	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0935	AMAZON.COM	184.46	184.46	0130420169 4310	Math Nicolas / Materials and Supplies Instr
J22D0936	AMAZON.COM	744.53	744.53	0130423179 4310	Video Art Production Parks / Materials and Supplies Instr
J22D0937	AMAZON.COM	98.80	98.80	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
J22D0938	AMAZON.COM	633.46	633.46	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22D0939	AMAZON.COM	78.48	34.94	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
			43.54	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
J22D0940	AMAZON.COM	108.74	108.74	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
J22D0941	AMAZON.COM	521.56	521.56	0122421101 4310	Title III Ltd Engl Orangethrpe / Materials and Supplies Inst
J22D0942	LOWES HIW INC	45.27	45.27	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
J22D0943	LAKESHORE LEARNING	289.34	289.34	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
J22D0944	PRESIDENT'S CHALLENGE	218.30	218.30	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22D0945	IMAGESTUFF.COM	94.40	94.40	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0946	SCHOOL HEALTH CORPORATION	64.79	64.79	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
J22D0947	MASTER TEACHER	84.38	84.38	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
J22D0948	LAKESHORE LEARNING	341.24	341.24	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
J22D0949	ELENCO ELECTRONICS INC	109.47	109.47	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
J22D0950	AMAZON.COM	1,718.24	1,718.24	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
J22D0952	EMEDCO	444.29	444.29	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
J22D0953	PRO ED	218.30	218.30	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0954	AMAZON.COM	1,068.39	1,068.39	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
J22D0955	NATIONAL ASSOCIATION OF ELEMEN	157.56	157.56	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
J22D0956	AMAZON.COM	892.92	892.92	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
J22D0957	PRESIDENT'S CHALLENGE	240.89	240.89	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
J22D0958	OFFICE DEPOT BUSINESS SERVICE	146.70	146.70	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
J22D0959	AMAZON.COM	39.40	39.40	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
J22D0960	BARNES AND NOBLE INC	142.38	142.38	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
J22D0961	AMAZON.COM	311.04	311.04	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
J22D0962	CONSOLIDATED PLASTICS COMPANY	612.25	612.25	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22D0963	JONES SCHOOL SUPPLY	412.70	412.70	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22D0964	LIBRARY VIDEO COMPANY	51.15	51.15	0130420209 4310	STEM Nicolas / Materials and Supplies Instr
J22D0965	COMPLETE BUSINESS SYSTEMS	100.03	100.03	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
J22D0966	SCHOOL HEALTH CORPORATION	167.09	167.09	0130418279 4350	Site Discr Admin Laguna Road / Materials and Supplies
J22D0967	NASCO WEST INC	108.00	108.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
J22D0968	PUT IN CUPS	2,304.54	2,304.54	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
J22D0969	APPLE COMPUTER INC	170.64	170.64	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
J22D0970	CONCEPTS SCHOOL AND OFFICE FUR	150.66	150.66	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
J22D0971	SCHOLASTIC INC	220.32	220.32	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
J22D0972	AMAZON.COM	368.57	368.57	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
J22D0973	AMAZON.COM	63.53	63.53	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
J22D0974	US GAMES	209.65	209.65	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
J22D0975	APPLE COMPUTER INC	321.84	321.84	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0976	NO EXCUSES UNIVERSITY	270.00	270.00	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
J22D0977	NO EXCUSES UNIVERSITY	1,380.60	1,380.60	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0978	NATIONAL ASSOCIATION OF ELEMEN	96.00	96.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0979	SUPPLY MASTER	942.23	942.23	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
J22D0980	WORTHINGTON DIRECT	1,134.71	1,134.71	0111925101 4310	Phelps Grant Richman School / Materials and Supplies Instr
J22D0981	SHOWBIE	48.00	48.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
J22D0982	FISHER SCIENCE EDUCATION	473.57	473.57	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
J22D0983	AMAZON.COM	2,501.63	2,501.63	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
J22D0984	AMAZON.COM	199.45	199.45	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
J22D0985	AMAZON.COM	396.20	396.20	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22D0986	STATE STREET PRODUCTS LLC	1,512.60	1,512.60	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22D0987	READ NATURALLY	185.00	185.00	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
J22D0988	AMAZON.COM	89.63	89.63	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
J22D0989	KUTA SOFTWARE LLC	575.00	575.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22D0990	JONES SCHOOL SUPPLY	202.27	202.27	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
J22D0991	NEWSELA INC	6,300.00	6,300.00	0100000000 9330	Unrestricted / Prepaid Expenditures
J22D0992	PLATINUM SECURITY INC	150.00	150.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22D0994	SCHOOLSIN	766.41	766.41	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
J22D0995	CRAMP, CLIFF	150.00	150.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
J22D0996	DISCOUNT DANCE SUPPLY	334.81	334.81	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
J22D0997	EAGLE COMMUNICATIONS	796.50	796.50	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22D0998	LAKESHORE LEARNING	110.67	110.67	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
J22D0999	EAI EDUCATION	149.76	149.76	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
J22D1000	CENTER FOR COLLABORATIVE CLASS	574.20	574.20	0130227101 4310	Resp to Interv Instr Sunset Ln / Materials and Supplies Instr
J22D1001	LAKESHORE LEARNING	348.75	348.75	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
J22D1002	CALIFORNIA MARQUEE	1,018.00	1,018.00	0111622101 4310	Donation Instr Pacific Drive / Materials and Supplies Instr
J22D1003	ZOO PHONICS INC	1,728.32	1,728.32	0130212101 4310	Resp to Interv Instr Commwlt / Materials and Supplies
J22D1004	KATIE'S CREATIVE GIFTS	222.48	222.48	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
J22D1005	WONDER WORKSHOP	3,292.69	3,292.69	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Instr
J22D1006	KBI AND ASSOCIATES	1,781.84	1,781.84	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
J22D1007	AMAZON.COM	41.04	41.04	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
J22D1008	HAZ RENTAL CENTER	1,842.35	729.85	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
			1,112.50	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22D1009	MCGRAW HILL EDUCATION INC	16,475.09	16,475.09	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
J22D1010	EXPLORELEARNING	1,995.00	1,995.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22D1011	EVOLVE INC	2,161.83	2,161.83	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
J22M0268	MCMASTER CARR SUPPLY COMPANY	805.34	805.34	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0269	INSIGNIA	945.54	945.54	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
J22M0270	MONTGOMERY HARDWARE COMPANY	1,094.25	1,094.25	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0271	REFRIGERATION SUPPLY DISTRIBUT	1,404.00	1,404.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0272	PLUMBING AND INDUSTRIAL SUPPLY	1,451.52	1,451.52	1453317859 4363	Deferred Maint Fac Ladera Vsta / Materials and Supplies
J22M0273	EXECUTIVE MOVING SYSTEMS INC	29,980.98	29,980.98	4067150851 5899	Facilities / Other Expenses
J22M0274	RANCHO PACIFIC ELECTRIC INC	470,000.00	470,000.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
J22M0275	ACOUSTICAL MATERIAL SERVICES	1,768.38	1,768.38	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0276	PLUMBING AND INDUSTRIAL SUPPLY	6,523.20	6,523.20	1453317859 4363	Deferred Maint Fac Ladera Vsta / Materials and Supplies
J22M0277	GRAINGER INC, WW	1,252.80	1,252.80	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0278	DAILY JOURNAL CORPORATION	694.40	694.40	0153353859 5830	Maintenance Facilities DC / Legal Advertising
J22M0279	DAILY JOURNAL CORPORATION	697.20	697.20	2567150851 5830	Facilities / Legal Advertising
J22M0280	WESTERN STATES GLASS	116.12	116.12	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0281	ARCHITECTURE 9 PLLLP	50,000.00	27,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
			23,000.00	4067150851 5899	Facilities / Other Expenses
J22M0282	ORANGE COUNTY PUBLIC SAFETY	10,000.00	10,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
J22M0283	DAILY JOURNAL CORPORATION	694.40	694.40	4067150851 5899	Facilities / Other Expenses
J22M0284	DAILY JOURNAL CORPORATION	694.40	694.40	0153353859 5830	Maintenance Facilities DC / Legal Advertising
J22M0285	ARC DOCUMENT SOLUTIONS LLC	97.85	97.85	2567150859 5860	Facilities Improvement Central / Printing Outside Vendor
J22M0286	ARC DOCUMENT SOLUTIONS LLC	13.49	13.49	2567150851 5860	Facilities / Printing Outside Vendor
J22M0287	ARC DOCUMENT SOLUTIONS LLC	48.18	48.18	0153353819 5860	Plant Maintenance DC / Printing Outside Vendor
J22M0288	OMB ELECTRICAL ENGINEERS	17,000.00	17,000.00	4067150851 5805	Facilities / Consultants
J22M0289	ARC DOCUMENT SOLUTIONS LLC	95.32	95.32	2568150859 5860	Amerige Hts New Dev Facilities / Printing Outside Vendor

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R0982	AUNTIE ROXIES LIFE OF THE PART	245.00	245.00	0111630101 4310	Donation Discretionary Fislr / Materials and Supplies Instr
J22R0983	IRVINE RANCH OUTDOOR EDUCATION	33,675.00	33,675.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
J22R0984	SANTA ANA, CITY OF	794.00	794.00	0111630101 5850	Donation Discretionary Fislr / Admission Fees
J22R0985	JONES, DALE	500.00	500.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
J22R0986	YAMAMOTO, LEAH M	894.00	894.00	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
J22R0987	FLORES, EMY	204.14	204.14	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
J22R0988	FREDRICKSON, LINDA	3,750.00	3,750.00	0151055339 5805	Child Welfare and AttendanceDC / Consultants
J22R0989	DISCOVERY SCIENCE CENTER	375.00	375.00	0111630101 4310	Donation Discretionary Fislr / Materials and Supplies Instr
J22R0990	SOUTHWEST SCHOOL SUPPLY	165.93	165.93	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
J22R0991	CORRADINO, CHRISTINA	127.86	127.86	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
J22R0992	SUPPLY MASTER	858.37	858.37	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
J22R0993	LEE, JULIENNE	751.01	751.01	0111630101 4310	Donation Discretionary Fislr / Materials and Supplies Instr
J22R0994	PENDLETON, DOROTIY	137.40	137.40	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
J22R0995	DEMAIO, DANIELLE	162.00	162.00	0130226101 4310	Resp to Interv Instr Rolling H / Materials and Supplies Inst
J22R0996	TODD, NANCY	101.62	101.62	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
J22R0997	DELVA, JAMES	212.52	212.52	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Instr
J22R0998	PETTINICCHIO, SUSAN	315.49	315.49	0111612111 4310	Donation Autism Commonwealth / Materials and Supplies
J22R0999	DISCOUNT SCHOOL SUPPLY	245.99	245.99	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
J22R1000	GANDER PUBLISHING	190.84	190.84	0138352221 4310	Lindamood Bell Intervention / Materials and Supplies Instr
J22R1001	PRO ED	428.19	428.19	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
J22R1002	SUPER DUPER PUBLICATIONS	374.18	374.18	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
J22R1003	WESTERN PSYCHOLOGICAL SERVICES	206.50	206.50	0151154321 4315	Psychological Services / Materials Test Kits Protocols
J22R1004	WESTERN PSYCHOLOGICAL SERVICES	2,600.64	2,600.64	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
J22R1005	SUPER DUPER PUBLICATIONS	190.03	190.03	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R1006	PRO ED	77.76	77.76	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
J22R1007	PEARSON ASSESSMENT INC	315.90	315.90	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
J22R1008	PAR INC	247.80	247.80	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
J22R1009	NASCO WEST INC	451.47	451.47	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
J22R1010	SOCIAL THINKING	118.80	118.80	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
J22R1011	SOTOLONGO, AMY	67.68	67.68	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
J22R1012	MORRIS, HELENE	340.00	340.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
J22R1013	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1014	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1015	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1016	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1017	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1018	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1020	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1023	CROWN TROPHY OF CYPRESS	64.80	64.80	0152757789 4350	Administrative Assistant DC / Materials and Supplies
J22R1024	WATHEN, LEAH	87.04	87.04	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
J22R1025	DEMCO INC	81.69	81.69	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
J22R1026	CONSTRUCTIVE PLAYTHINGS	69.32	69.32	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
J22R1027	HEINEMANN PUBLISHING	1,176.99	1,176.99	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
J22R1028	FOUNDATIONS FOR LEARNING LLC	3,590.74	3,590.74	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
J22R1029	TERRAPIN SOFTWARE	151.35	151.35	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies
J22R1030	DISCOUNT SCHOOL SUPPLY	482.36	482.36	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
J22R1031	HEINEMANN PUBLISHING	1,275.49	1,275.49	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies
J22R1032	HOUGHTON MIFFLIN COMPANY	10,258.42	10,258.42	0122652101 4310	Title III Immigrant Educ Prog / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R1033	AMAZON.COM	30.29	30.29	0142054201 4350	Special Ed Administration / Materials and Supplies Office
J22R1034	AMAZON.COM	64.93	64.93	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
J22R1035	HOUGHTON MIFFLIN COMPANY	779.98	779.98	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
J22R1036	HOUGHTON MIFFLIN COMPANY	779.98	779.98	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
J22R1037	AMAZON.COM	33.95	33.95	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies
J22R1038	AMAZON.COM	3,847.90	3,847.90	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
J22R1039	AMAZON.COM	3,246.80	3,246.80	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
J22R1040	DISNEYLAND RESORT	6,441.00	10.00 6,431.00	0111630101 4310 0111630101 5850	Donation Discretionary Fisler / Materials and Supplies Instr Donation Discretionary Fisler / Admission Fees
J22R1041	MINKO, THERESA	300.00	300.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
J22R1042	APPLE COMPUTER INC	4,069.20	4,069.20	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22R1043	MISSION SAN JUAN CAPISTRANO	1,449.00	1,449.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
J22R1044	GRIMM, ESTELLA	146.86	146.86	0111925101 4310	Phelps Grant Richman School / Materials and Supplies Instr
J22R1045	NINOFRANCO, IVY	239.28	239.28	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
J22R1046	IC GROUP - CALIFORNIA	722.45	722.45	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
J22R1047	LING, PHILLIP	140.39	140.39	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22R1048	HUMPHREY, JAIME	50.00	50.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
J22R1049	WESTERN PSYCHOLOGICAL SERVICES	2,128.72	2,128.72	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
J22R1050	PRENTKE ROMICH COMPANY	1,368.00	1,368.00	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
J22R1051	PAR INC	6,145.17	6,145.17	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
J22R1052	PEARSON ASSESSMENT INC	3,074.51	3,074.51	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
J22R1053	PEARSON ASSESSMENT INC	155.26	155.26	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
J22R1054	LAKESHORE LEARNING	73.79	73.79	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
J22R1055	AMAZON.COM	432.27	432.27	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R1056	ORIENTAL TRADING COMPANY	41.30	41.30	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
J22R1057	ORANGE CNTY DEPARTMENT OF EDUC	768.00	768.00	0111610101 5850	Donation Instr Acacia / Admission Fees
J22R1058	DISASTER SURVIVAL SKILLS LLC	1,295.00	431.66	0132952101 5805	Aflr Schl Ed Sfty Grt Cohort 6 / Consultants
			431.68	1208255821 5805	Child Devel Operations Central / Consultants
			431.66	1208555271 5805	Fee Based Childcare Admin / Consultants
J22R1059	ZEBRA ENTERTAINMENT AND EVENTS	1,500.00	1,500.00	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
J22R1060	DEMAIO, DANIELLE	94.80	94.80	0130226101 4310	Resp to Interv Instr Rolling H / Materials and Supplies Inst
J22R1061	CULVER NEWLIN INC	836.14	836.14	0153150759 4350	Warehouse DC / Materials and Supplies Office
J22R1062	ARREOLA, EVA	161.06	161.06	0108625109 4310	Transitional Kinder Instr Rich / Materials and Supplies Inst
J22R1063	COCKERILL, HEIDI ANN	103.00	103.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
J22R1064	PLATON, ANGELA	261.66	261.66	0130218101 4310	Resp to Interv Instr Laguna Rd / Materials and Supplies Inst
J22R1065	MONTOYA, KRISTIN	108.97	108.97	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
J22R1066	PULIDO, ESMERALDA	11.46	11.46	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
J22R1067	KONECHY, KRISTEN	103.12	103.12	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
J22R1068	CHABANEL, MARIE	138.28	138.28	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
J22R1069	PANIAGUA, LORENA	94.45	94.45	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
J22R1070	SMITH, ORBA	99.00	99.00	0130223101 4310	Resp to Interv Instr Parks / Materials and Supplies Instr
J22R1071	ENABLING DEVICES	166.15	166.15	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
J22R1072	DISCOVERY SOURCE, THE	584.60	584.60	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
J22R1073	CAT-AURELIO, THUY	447.05	447.05	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
J22R1074	HOUGHTON MIFFLIN COMPANY	1,401.84	1,401.84	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
J22R1075	ORANGE CNTY DEPARTMENT OF EDUC	3,150.00	3,150.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
J22R1076	ORANGE CNTY DEPARTMENT OF EDUC	550.00	550.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
J22R1077	AMAZON.COM	426.60	426.60	0152258749 4350	Personnel Commission Discret / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R1078	SCHOOL SPECIALTY	5,522.84	5,522.84	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
J22R1079	QUIETSTORM CONTRACT PRINTING	338.92	338.92	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Instr
J22R1080	SOUTHWEST SCHOOL SUPPLY	105.60	105.60	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
J22R1081	SOUTHWEST SCHOOL SUPPLY	116.66	116.66	1231019271 4310	Preschool Administration / Materials and Supplies Instr
J22R1082	KNOTT'S BERRY FARM	3,500.00	3,500.00	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
J22R1083	MARZANO RESEARCH LABORATORY	28,600.00	28,600.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
J22R1084	ORANGE CNTY DEPARTMENT OF EDUC	9,180.00	9,180.00	0139155101 5800	Positive Behavior Interv Instr / Other Contracted Services
J22R1085	AMAZON.COM	536.59	536.59	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
J22R1086	VERIZON WIRELESS	214.92	214.92	0152258749 4350	Personnel Commission Discret / Materials and Supplies
J22R1087	ORANGE CNTY DEPARTMENT OF EDUC	2,650.00	2,650.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
J22R1088	AMAZON.COM	23.74	23.74	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
J22R1089	APPLE COMPUTER INC	13,444.56	6,771.78	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
			6,672.78	0130224101 4310	Resp to Interv Instr Raymond / Materials and Supplies Instr
J22R1090	AMAZON.COM	753.60	753.60	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
J22S0017	VERITIV OPERATING COMPANY	21,103.83	21,103.83	0100000000 9320	Unrestricted / Stores
J22V0136	SIGNATURE CONTROL SYSTEMS INC	74,640.00	74,640.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
J22V0137	PLUMBING AND INDUSTRIAL SUPPLY	942.84	381.24	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
			561.60	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
J22V0138	PHONAK HEARING SYSTEMS	2,581.23	105.84	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			2,475.39	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
J22V0139	AMAZON.COM	19,540.42	215.98	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			19,324.44	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
J22V0140	CONCEPTS SCHOOL AND OFFICE FUR	1,546.02	963.36	0153150759 4350	Warehouse DC / Materials and Supplies Office
			582.66	0153150759 6450	Warehouse DC / Repl Equip Less Than \$10,000
J22V0141	CULVER NEWLIN INC	22,969.12	10,472.86	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22V0141	*** CONTINUED ***				
			12,496.26	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
J22V0142	SJ CREATIONS INC	3,235.98	3,235.98	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
J22V0143	LAKESHORE LEARNING	1,141.56	624.24	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
			517.32	0121224101 6410	Title I Raymond Instruction / New Equip Less Than
J22V0144	SOUTHWEST SCHOOL SUPPLY	582.65	582.65	0130410109 6410	Site Discretionary Inst Acacia / New Equip Less Than
J22V0145	MEDICALESHP INC	9,153.00	9,153.00	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
J22V0146	PHONAK HEARING SYSTEMS	2,529.39	72.39	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			2,457.00	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
J22V0147	TROXELL COMMUNICATIONS	2,613.60	2,613.60	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
J22X0353	WEST COAST PROMO RESOURCE	1,000.00	1,000.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22X0354	ENGLAND, JENNIFER GEORGIA	5,625.00	5,625.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
J22X0355	ORR, THERESA	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
J22X0356	AUTISM COMPREHENSIVE EDUCATION	40,000.00	40,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
J22X0357	AARDVARK CLAY AND SUPPLIES	200.00	200.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
J22X0358	INVO HEALTHCARE ASSOCIATES INC	18,000.00	18,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
J22X0359	VERIZON WIRELESS	332.00	332.00	0111054101 5900	Home Hospital Instruction / Communications
J22X0360	D'ADAMO, PABLO A.	4,500.00	4,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
J22X0361	CROCCO, CAROLE ANN	3,750.00	3,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
J22X0362	GORM INC	1,500.00	1,500.00	0112354101 4360	Extended Year Severe Instr / Materials and Supplies Other
J22X0363	SOUTHWEST SCHOOL SUPPLY	1,500.00	1,500.00	0112354101 4310	Extended Year Severe Instr / Materials and Supplies Instr
J22X0364	HAZ RENTAL CENTER	75.00	75.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
J22X0365	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0150855359 4350	District Testing / Materials and Supplies Office
	Fund 01 Total:	1,044,727.68			
	Fund 12 Total:	14,886.84			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 14 Total:	7,974.72		
		Fund 25 Total:	903.86		
		Fund 40 Total:	70,675.38		
		Total Amount of Purchase Orders:	1,139,168.48		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22C0126	POWERSCHOOL USER GROUP EVENTS	1,878.00	+1,080.00	0100000000 9330	Unrestricted / Prepaid Expenditures
J22D0736	AMAZON.COM	416.29	+37.37	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
J22D0824	EDUCATION PRODUCTS AND SERVICE	2,054.42	+1,406.42	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies Instr
J22R0835	DEMCO INC	137.18	+21.19	0153150759 4350	Warehouse DC / Materials and Supplies Office
J22T0008	IMAGE APPAREL FOR BUSINESS INC	169.31	+18.74	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
J22X0012	SOUTHWEST SCHOOL SUPPLY	15,000.00	+3,000.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
J22X0015	SOUTHWEST SCHOOL SUPPLY	6,700.00	+3,000.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
J22X0018	SOUTHWEST SCHOOL SUPPLY	16,000.00	+2,000.00	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies Inst
J22X0022	SOUTHWEST SCHOOL SUPPLY	17,000.00	+2,000.00	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
J22X0034	STAPLES 0025724519	100.00	-400.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies Offi
J22X0035	COSTCO WHOLESALE	1,160.00	-590.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies Offi
J22X0040	SMART AND FINAL STORES CORPORA	1,150.00	-600.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies Offi
J22X0041	SOUTHWEST SCHOOL SUPPLY	4,000.00	+1,500.00	0130252271 4350	Resp to Interv Admin District / Materials and Supplies Office
J22X0047	SOUTHWEST SCHOOL SUPPLY	2,000.00	+1,500.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
J22X0069	SOUTHWEST SCHOOL SUPPLY	15,000.00	+5,000.00	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
J22X0086	STATE OF CALIFORNIA	14,700.00	+1,700.00	0152258749 5880	Personnel Commission Discret / Fingerprinting
J22X0087	OCCUPATIONAL HEALTH CENTERS OF	16,000.00	+3,500.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
J22X0118	VERIZON WIRELESS	700.00	+200.00	6852458741 5900	Workers Comp Admin / Communications
J22X0135	ANAHEIM CITY SCHOOL DISTRICT	220,000.00	+20,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
J22X0139	BEACON DAY SCHOOL	100,000.00	+50,000.00	0171054101 5100	Outside Services ICA NPA NPS / Subagreements for
J22X0143	CENTRALIA SCHOOL DISTRICT	330,000.00	+80,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
J22X0144	GALLAGHER PEDIATRIC THERAPY	50,000.00	+10,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
J22X0146	APPROACH LEARNING AND ASSESSME	150,000.00	+50,000.00	0150454181 5100	Mental Health Support NPA NPS / Subagreements for
J22X0147	LOZANO SMITH ATTORNEYS AT LAW	50,000.00	-100,000.00	0142054201 5825	Special Ed Administration / Legal Assistance

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22X0148	NEUHOFF, DEBORAH E	5,000.00	-5,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
J22X0149	ORANGE CNTY DEPARTMENT OF EDUC	250,000.00	+50,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
J22X0150	ORANGE CNTY DEPARTMENT OF EDUC	462,110.00	+20,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
J22X0152	ORANGE CNTY DEPARTMENT OF EDUC	45,000.00	+15,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
J22X0153	PARADIGM HEALTHCARE SERVICES L	110,000.00	+10,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
J22X0155	SECURE TRANSPORTATION COMPANY	35,000.00	+5,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
J22X0156	SPEECH BANANAS	8,000.00	+3,000.00	0142054201 5828	Special Ed Administration / Special Education Settlements
J22X0200	SOUTHWEST SCHOOL SUPPLY	2,000.00	+1,200.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
J22X0281	BEST BEST AND KRIEGER LLP	40,000.00	+20,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
J22X0289	CORNERSTONE THERAPIES	18,000.00	+8,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
J22X0334	PROCARE THERAPY INC	20,000.00	+10,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
J22X0352	COMIC BOOK HIDEOUT	1,550.00	+50.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies Office
J22Y0003	A-Z BUS SALES	17,300.00	+900.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+100.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
J22Y0010	ELMER'S TRUCK SEAT CENTER	4,250.00	+750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
J22Z0034	MCM ELECTRONICS	3,500.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22Z0037	MONTGOMERY HARDWARE COMPANY	33,000.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22Z0060	VERIZON WIRELESS	910.00	+260.00	0153353819 5900	Plant Maintenance DC / Communications
	Fund 01 Total:		278,433.72		
	Fund 68 Total:		200.00		
	Total Amount of Change Orders:		278,633.72		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/10/2016

FROM 03/25/2016 TO 04/21/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22C0024	ASSOC OF CA SCHOOL ADMINISTRAT	537.00	537.00	0130427109 5210	Site Discr Instr Sunset Lane / Conferences and Meetings
J22R0960	AMERICAN RED CROSS	225.80	225.80	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
	Fund 01 Total:	762.80			
	Total Amount of Purchase Orders:	762.80			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 05/10/2016

Purchase order number **J22D0951** did not appear on the Detail Report. It was never processed or canceled.

Purchase orders numbered **J22R1019, J22R1021, and J22R1022** did not appear on the Canceled Report although they were canceled on 4/21/2016.

Purchase order number **J22D0993** did not appear on the Detail or Canceled reports but will appear on the next Board report as having been canceled.

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 180978 THROUGH 181026 FOR THE 2015/2016 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 25, 2016 through April 21, 2016, contains purchase orders numbered 180978 through 181026 for the 2015/2016 school year totaling \$360,270.92. Purchase order number 180994 was voided.

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 180978 through 181026 for the 2015/2016 school year.

SH:KT:tg
Attachment

CONSENT ITEM

DATE: May 10, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 103533 THROUGH 104005 FOR THE 2015/2016 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 103533 through 104005 for the 2015/2016 school year totaling \$2,564,744.71. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	2,460,385.70
12	Child Development	18,879.88
14	Deferred Maintenance	11,563.35
25	Capital Facilities	25,076.73
40	Special Reserve	5,767.50
68	Workers' Compensation	36,074.31
81	Property/Liability Insurance	6,997.24
	Total	<u>\$2,564,744.71</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 103533 through 104005 for the 2015/2016 school year.

SH:SM:gs

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 11362 THROUGH 11429 FOR THE 2015/2016 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 11362 through 11429 for the 2015/2016 school year. The total amount presented for approval is \$433,100.83.

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 11362 through 11429 for the 2015/2016 school year.

SH:KT:tg

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on April 18, 2016.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 04/18/2016
PRESENTED TO THE BOARD OF TRUSTEES: 05/10/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Adriana	Mendoza	Health Assistant	Change last name from Contreras	03/22/16	30	3.75	402	B17/2
Amy	Ching	Account Clerk II	Change last name from Laipenicks	04/08/16	90	8.00	606	B24/1
Arielle	Khalili	Speech, Lang. Path. Asst.	Change last name from Miller	03/24/16	12	3.75	255	B21/3
Ebone	Fisher	Instr. Asst./SE/sub	Change salary range from B11/1	04/05/16	99		121	B14/1
Robert	Napoles	Custodian I	Hire probationary status	04/04/16	17	5.00	542	B17/1
Lisa	An	Employee Benefits Tech.	Hire probationary status	04/18/16	51	6.00	524	B23/1
Claudia	Melendez	Instr. Asst./Rec.	Hire probationary status	03/25/16	60	19.75/wk	329	B11/1
Daniel	Ossiginac	Instr. Asst./Rec.	Hire probationary status	03/18/16	60	19.5/wk	85	B11/1
John	Pham	Instr. Asst./Rec.	Hire probationary status	04/05/16	60	18.0/wk	329	B11/1
Nicholas	Walton	Instr. Asst./Rec.	Hire probationary status	03/23/16	60	19.5/wk	85	B11/1
Linda	Rueff	Instr. Asst./Reg.	Hire probationary status	04/14/16	28	3.50	310	B11/1
Jesse	Peralta	Custodian I/sub	Hire substitute status	04/12/16	53		542	B17/1
Orozco Morales	Elizabeth	Food Service Asst. I/sub	Hire substitute status	04/04/16	90		606	B08/1
Jeanette	Francis	Food Service Asst. I/sub	Hire substitute status	04/05/16	90		606	B08/1
Emma	Hernandez Nieto	Food Service Asst. I/sub	Hire substitute status	04/04/16	90		606	B08/1
Amanda	Adams	Instr. Asst./Rec./sub	Hire substitute status	12/18/16	28		302	B11/1
Jason	Mai	Instr. Asst./Rec./sub	Hire substitute status	04/04/16	99		100	B11/1
Marco	Martinez-Lugo	Instr. Asst./Rec./sub	Hire substitute status	04/04/16	99		100	B11/1
Jael	Ortega	Instr. Asst./Rec./sub	Hire substitute status	04/04/16	99		100	B11/1
Elizabeth	Summerson	Instr. Asst./Rec./sub	Hire substitute status	03/24/16	99		100	B11/1
Angela	Baker	Instr. Asst./SE, IA/Rec.	Hire substitute status	04/05/16	99		121/100	B11/1
Kysten	Bernardo	Instr. Asst./SE, IA/Rec.	Hire substitute status	04/04/16	99		121/100	B11/1
Davonna	Evans	Instr. Asst./SE, IA/Rec.	Hire substitute status	04/04/16	99		121/100	B11/1
Sarah	Gallo	Instr. Asst./SE, IA/Rec.	Hire substitute status	04/06/16	99		121/100	B11/1
Julia	Lopez-Medina	Instr. Asst./SE, IA/Rec.	Hire substitute status	04/04/16	99		121/100	B11/1
Johnny	Quinonez	Instr. Asst./SE, IA/Rec.	Hire substitute status	04/04/16	99		121/100	B11/1
Ronelle	Ryman	Instr. Asst./SE/sub	Hire substitute status	03/22/16	99		121	B11/1
Adriana	Lopez	Playground Sup./sub	Hire substitute status	04/04/16	21		100	B11/1
Trent	Aylesworth	Transporter/Custodian	Increase hours from 21.75/wk.	04/18/16	53/90	27.75/wk	606/542	B20/2
Ramona	Lopez Campos	Custodian I	Increase hours from 5.0/day	04/04/16	22	8.00	542	B17/3
Robert	Maccauley	Director, Maint. Opr. Fac.	Longevity increase	04/01/16	53	8.00	533/542	M25/3
Debra	Vasquez	Transportation Manager	Longevity increase	04/01/16	56	8.00	565	M15/3
Lorena	Pacheco Trujillo	Custodian II	Promotion from Custodian I	03/29/16	27	8.00	542	B24/2
Katherine	Phrasavath	Instr. Asst./Rec.	Resignation	04/12/16	12/29	18.5/wk	302	B11/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 04/18/2016
PRESENTED TO THE BOARD OF TRUSTEES: 05/10/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Alba	Ibarra	Senior Secretary	Resignation - hire sub status	04/11/16	90	8.00	606	B24/4
Lareina	Luk	Instr. Asst./Reg.	Resignation on probation	04/11/16	21	15.0/wk	383	B11/1
Veronica	Rivera Cardenas	Social Service Asst.	Resignation on probation	04/06/16	21	5.00	302	B17/1
Angelina	Esparza	Clerical Asst. I/sub	Separation-inactive sub	03/21/16	99		999	B17/1
Hyang	Cho	Clerical Asst. II/BBK	Separation-inactive sub	03/21/16	99		999	B17/1
Mary	Carter	Clerical Asst. II/sub	Separation-inactive sub	03/21/16	99		999	B19/6
Maureen	Lazar	Ed Media Asst./sub	Separation-inactive sub	03/21/16	99		999	B19/6
Mary	Marquez	Ed Media Asst./sub	Separation-inactive sub	03/21/16	99		999	B19/6
Mariela	Valladares	Instr. Asst./Rec./sub	Separation-inactive sub	03/21/16	99		999	B11/1
Abraham	Adams	Computer Tech. I/sub	Separation-no longer available	03/21/16	99		999	B30/1
Tyler	Mok	Instr. Asst./Rec./sub	Separation-no longer available	03/18/16	99		999	B11/1
Cynthia	De Luna	Instr. Asst./SE I	Service retirement	03/22/16	15	4.00	130	B14/6
Rosalba	Rodriguez	Bus Driver	Step raise	04/01/16	56	25.0/wk	565	B21/4
Roxanne	Arellano	Clerical Asst. II/BB	Step raise	04/01/16	12	5.00	403/304	B20/3
Lizbeth	Trujillo Sanchez	Clerical Asst. II/BB	Step raise	04/01/16	12	3.00	403	B20/3
Hector	Caballero	Custodian I	Step raise	04/01/16	28	8.00	542	B17/6
Martin	Calderon Cuevas	Custodian I	Step raise	04/01/16	29	8.00	542	B17/6
Marlene	Carbajal	Instr. Asst./Rec.	Step raise	04/01/16	60	18.0/wk	85	B11/4
Evita	Forte	Instr. Asst./Rec.	Step raise	04/01/16	60	19.5/wk	329	B11/4
Katherine	Phrasavath	Instr. Asst./Rec.	Step raise	04/01/16	12/29	18.5/wk	302	B11/3
Carolina	Contreras	Instr. Asst./Tech.	Step raise	04/01/16	59	8.00	409	B21/4
Linda	Oaks	Instr. Asst./Tech.	Step raise	04/01/16	59	20.0/wk	409	B21/3
Zehra	Rashid	Instr. Asst./Tech.	Step raise	04/01/16	59	20.0/wk	409	B21/6
Rebecca	Weatrowski	Instr. Asst./Tech.	Step raise	04/01/16	59	30.0/wk	409	B21/4
Jamie	Bachman	Instr. Asst./SE I	Step raise	04/01/16	21	6.00	122	B14/3
Jennifer	Foyt	Instr. Asst./SE I	Step raise	04/01/16	20	4.00	130	B14/3
Melissa	Guzik-Torres	Instr. Asst./SE I	Step raise	04/01/16	28	3.50	130	B14/2
Diane	Hatcher	Instr. Asst./SE I	Step raise	04/01/16	11	6.00	130	B14/4
Erika	Hughes	Instr. Asst./SE I	Step raise	04/01/16	16	6.00	122	B14/3
Nhu	Mai	Instr. Asst./SE I	Step raise	04/01/16	22	3.85	122	B14/2
Rhonda	Walker	Instr. Asst./SE I	Step raise	04/01/16	20	3.00	122	B14/2
Samantha	Gill	Instr. Asst./SE II B	Step raise	04/01/16	29	6.00	125	B14/2
Melissa	Marquez	Instr. Asst./SE II B	Step raise	04/01/16	12	6.00	242	B14/2
Carlos	Mota	Instr. Asst./SE II B	Step raise	04/01/16	13	6.00	504	B14/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 04/18/2016
PRESENTED TO THE BOARD OF TRUSTEES: 05/10/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Karen	Sanchez	Instr. Asst./SE II B	Step raise	04/01/16	15	6.00	121	B14/2
Caitlin	Orr	Project Liaison	Step raise	04/01/16	55	25.0/wk	415	M4/2
Pedro	Becerra	Computer Tech. I	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B30/2
Kevin	Kobayashi	Computer Tech. I	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B30/3
Jose	Ramirez	Computer Tech. I	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B30/2
Brooke	Wiler	Computer Tech. I	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B30/1
Ryan	Biddle	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/2
Hanna	Chon	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/4
Jennifer	Churchwell	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/2
Carolina	Contreras	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/3
Jessica	Del Rosario	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/2
Melody	Gaylord	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/6
Heidi	Harris	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/6
Christina	Koeul	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/3
Maria	Lejano	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/2
Linda	Oaks	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/2
Zehra	Rashid	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/5
Mary	Reese	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/6
Rebecca	Weatrowski	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/3
Sherrie	Williamson	Instruct. Asst./Tech.	Temporary additional hours 3/28- 3/31	03/28/16	59	8.00	409	B21/6
Employee	ID 6282	Playground Sup.	Termination	04/04/16	22	2.00	100	B11/1
Elia	Partida	Instr. Asst./BB	Transfer fr. ASP: Richman to V.P.	04/11/16	60	18.75/wk	329	B14/6
M. Jillian	Jones	Instr. Asst./SE II B	Transfer from Common to Rolling Hills	03/14/16	26	6.00	242	B14/1
Vanessa	Saldana	Instr. Asst./SE I	Transfer from Commonwealth	04/04/16	22	6.00	130	B14/3
Nicole	Molina	Instr. Asst./SE I	Transfer from Golden Hill	03/11/16	29	6.00	121	B14/1
Holland	Sharp	Instr. Asst./SE II B	Transfer from Stud.Supp.to Common.	03/15/16	12	6.00	122	B14/1
Narlin	Flores	Instr. Asst./SE II A	Transfer from Woodcrest	03/11/16	15	6.00	121	B14/3
Angela	Naranjo	After School Site Lead	Working out of classification	04/04/16	60	30.0/wk	329	B18/4
Patrick	Fitzgerald	Lead Custodian	Working out of classification	04/07/16	53	8.00	542	B27/6
Maria Teresa	Gonzalez	Senior Secretary	Working out of classification	04/11/16	90	8.00	606	B24/5

CONSENT ITEM

DATE: May 10, 2016

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2016/2017 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 2016/2017 school year.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2016/2017
 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

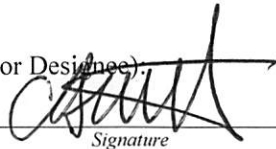
The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 10 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the 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, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

Craig C. Bertsch, Ed.D
Name


Signature

Asst. Supt. Personnel Services
Title

(714) 447-7538
Fax Number

714-447-7450
Telephone Number

Date

1401 W. Valencia Drive, Fullerton, CA 92833
Mailing Address

craig_bertsch@fullertonsd.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:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► 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
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>8</u>
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	<u>5</u>
List target language(s) for bilingual authorization: <u>Spanish</u>	
<input checked="" type="checkbox"/> Resource Specialist	<u>5</u>
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

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	5
Single Subject	10
Special Education	20
TOTAL	35

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 intern 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 intern program? Yes No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an intern program.

CSUF, CSULB, National, Azusa

If no, explain why you do not participate in an intern program.

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CLINICAL AFFILIATION AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COAST COLLEGE TO COMMENCE MARCH 1, 2016 THROUGH MARCH 1, 2021

Background: Orange Coast College is accredited to provide an educational program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges.

Orange Coast College is committed to providing quality educators to the community and wishes to partner with Fullerton School District to place student interns who will complete their clinical experience rotations 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 an educational institution, to provide educational experiences to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve/Ratify Clinical Affiliation Agreement between Fullerton School District and Orange Coast College to commence March 1, 2016 through March 1, 2021.

CCB:nm
Attachment

STANDARD EDUCATIONAL ENTITY CLINICAL AFFILIATION AGREEMENT

This Standard Clinical Affiliation Agreement (“Agreement”) is entered into by and between the Coast Community College District, a California public educational entity (“District”), located at 1370 Adams Avenue, Costa Mesa, California, and **FULLERTON ELEMENTARY SCHOOL DISTRICT** (“Clinical Facility”), located at **1401 W. VALENCIA DR., FULLERTON, CA 92833**. District and Clinical Facility are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, District and School District desire to contribute to community health education;

WHEREAS, District operates **Orange Coast College** (“College”) and College is a duly accredited educational institution that conducts the program(s) described and identified in Attachment 1 to this Agreement (“the Program”);

WHEREAS District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable governmental agency;

WHEREAS, School District operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the School District in order that students may participate in a clinical experience rotation at the School District; and

WHEREAS, District and School District desire to enter into this Agreement to memorialize their respective rights, duties and obligations with respect to the clinical experience rotation of students of the College's Program.

For purposes of this Agreement, the following definitions shall apply:

“District” shall refer to the Coast Community College District, its member Colleges, the District's Governing Board, and each of their trustees, employees, agents, representatives, successor and assigns;

“College” shall refer to **Orange Coast College**, and each of its instructors, employees, agents, representatives and assigns;

“School District” shall refer to **Fullerton Elementary School District**, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs as identified and described in Attachment 1 to this Agreement; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. **Clinical Experience Rotation.** School District agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and in compliance with the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. **Development of Curriculum.** College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to School District on or before student placement. School District shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. **Exposure to Blood-borne Pathogens.** Program students and college faculty will comply with the current regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood-borne pathogens in the workplace under Title 8 CCR Section 5193 which regulations became effective July 1, 1999 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood-borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

4. **Application Procedure; Acceptance.** College agrees to provide School District with a list of the name(s) of students who will be participating in a rotation.

5. **Nondiscrimination.** The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.

6. **Academic Year.** The academic year consists of Fall and Spring semesters, summer session and winter break intersession.

7. Rotation Schedule. The rotation schedule shall be determined by College and School District and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. College shall provide an orientation for assigned students participating in each rotation.

9. Compliance With School District Rules. School District shall make available all applicable governing instruments, policies and procedures, rules and regulations of School District to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical experience rotation that is the subject of this Agreement, School District shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of School Districts' Students Records. Students and faculty understand and agree that School District's student files are confidential. District and School District each has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of School District's student records. District and School District each understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Neither party shall use or further disclose any protected health information of the School District's student or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations.

11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. Clinical Advisor (School District). School District agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of College student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual College students and shall arrange formal orientation to the facility for the College's faculty and students.

13. Supervision of Students. The supervision and direction of College students while on site at School District shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on School District student care shall be provided by participating College students at School District, except in accordance with all applicable laws, School District and Medical Staff rules, regulations, policies and procedures. District recognizes the School District students' rights to refuse care provided by a College student at School District.

14. Removal of College Students. School District retains the right to exclude any College student at any time from any clinical area. Any College student who is asked to leave by School District shall do so promptly and without protest. School District shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any applicable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. School District Student Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct School District student care or operations at School District. School District shall maintain sole responsibility and accountability for School District student care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.

16. College Student Evaluation. In the case of direct supervision of the College's students by the Clinical Instructor (College), he/she shall be responsible for College's student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (School District), School District may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each College student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.

17. Ongoing Communication/Evaluation. College has the privilege of regularly scheduled meetings with School District staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

18. Materials. College agrees to provide their students with all educational materials required during the clinical program.

19. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between School District, its agents and employees, and

College, its agents, employees and their students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any School District's student or from any other source fees for services provided to School District's students by said College student. The only exception shall be when School District and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

20. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of School District, nor shall any College student be entitled to any right, compensation or benefits normally afforded to employees of School District, including but not limited to, Social Security, unemployment and workers' compensation insurance.

21. Insurance Carried By District. District shall assure coverage of professional liability insurance coverage for each College student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof, District shall provide workers' compensation coverage with the statutory requirements of California law for College students participating in the rotation. These coverages are in effect while the College student is on-site at School District and while under the direction of the District.

22. Insurance Carried By School District. School District shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. School District shall deliver certificate(s) of insurance under School District's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request District shall be provided a copy of said policy.

School District shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at School District, except for District's students and College faculty in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. School District shall provide District with thirty (30) days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

School District shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

23. College Student Health Records. Any College student participating in a rotation shall, at the request of School District provide a current statement from his or her physician that the College student is in good health and capable of participating in the rotation. School District, upon

request, may require that any College student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the College student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the College student. Any College student participating in a rotation shall provide verification of annual T. B. screening, immune status for rubeola, rubella, and chicken pox, Hepatitis B (or signed waiver for Hepatitis B).

24. College Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a College student during performance of his/her training during a rotation, the College student shall be treated by School District as appropriate.

25. Confidentiality Of College Student Records. School District shall keep confidential and shall not disclose to any person or entity (i) College student applications; (ii) College student health records or reports; and or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any College student participating in the ROTATION, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical facilities shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of College student records as defined herein.

26. Student Background Check. The Coast Community College District and its Campuses have adopted the TJC (The Joint Commission, formerly known as JCAHO, Joint Commission on Accreditation of Healthcare Organizations) requirements for background/drug screen checks for students, consistent with clinical training site requirements for their accreditation processes. Additional information about TJC requirements may be found at <http://www.jointcommission.org/>. All students are required to complete and submit pre-clinical background/drug screen checks before patient care or clinical work commences. The background check will include County Criminal Records (Past 7 Years), Residency History Search, Social Security Alert, Nationwide Healthcare Fraud & Abuse Registry (OIG/GSA), and Nationwide Sexual Offender Registry. The drug screening will include THC, cocaine, opiates, PCP, amphetamines, benzodiazepines, barbiturates, methaqualone, propoxyphene and methadone. The results of the background/drug checks will be provided to the clinical sites by the Program Coordinator.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable School District to offer the rotation to College's students participating in the Program. If requested by School District, College will provide School District with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. Indemnification by District. District agrees to indemnify, defend, and hold harmless School District and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of District, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of District, for any costs and expenses incurred by School District on account of any claims therefore except where such indemnification is prohibited by law.

29. Indemnification by School District. School District agrees to indemnify and hold harmless District and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement from any cause whatsoever which may arise because of the negligence, misconduct or other fault of School District, including any acts, errors, or omissions of any officers, employees, instructors, or agents of School District, for any costs or expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.

32. Effective Date Termination. This Agreement shall become effective on upon signature of Chancellor and shall remain in effect until March 1, 2021, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

33. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

34. Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above.

To Fullerton Elementary School District:

Fullerton Elementary School District
1401 W. Valencia Dr.
Fullerton, CA 92833
714.447.7400

To Orange Coast College:

President
Orange Coast College
2701 Fairview Rd PO Box 5005
Costa Mesa CA 92628-5005

With a copy to:

Coast Community College District
Director, District Risk Services
1370 Adams Avenue
Costa Mesa, California 92626

35. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both parties.

Fullerton Elementary School District

By: _____

Typed Name: _____

Title: _____

Date: _____

Orange Coast College

By: _____

**Jane McLaughlin, Dean Consumer &
Health Sciences**

Coast Community College District

By: _____

**Chancellor or President, Board of
Trustees**

Date: _____

ATTACHMENT 1 k
To Non-Standard Clinical Affiliation Agreement

Orange Coast College
SPEECH-LANGUAGE PATHOLOGY ASSISTANT

Program Director/Coordinator: Anne McClanahan
(714) 432-5883

of
Students

0 **SLPA 160 - Clinical Experience 1**

(4 hrs/wk/4 wks - spring semester)

Beginning clinical observation of practices and procedures required in Speech-Language Pathology. Includes introduction to patient interaction, observation skills, record keeping, and beginning practice of therapeutic protocols. This rotation is in the workplace setting.

2 **SLPA 190 - Clinical Experience 2**

(12 hrs/wk/16 wks - fall semester)

Application of clinical practice procedures and techniques as applied by a Speech-Language Pathology Assistant. Includes direct patient interaction and therapeutic techniques under the guidance of a Speech Pathologist. Patient observation, assessment, treatment protocols and record keeping procedures.

2 **SLPA 250 - Clinical Experience 3**

(16 hrs/wk/16 wks - spring semester)

Advanced application of clinical practice procedures and techniques as applied by a Speech-Language Pathology Assistant. Includes direct patient interaction and therapeutic techniques under the guidance of a Speech Pathologist. Patient observation, assessment, treatment protocols and record keeping procedures. Discussion of case study management issues.

COAST COMMUNITY COLLEGE DISTRICT

STUDENT PARTICIPATION AGREEMENT

For The

Nursing Program - Golden West College and Allied Health Programs – Orange Coast College

This Student Participation Agreement (“Agreement”) is entered into by and between the Coast Community College District, a public educational agency (“District”) and _____ (“Student”), concerning the Student’s participation in a clinical experience rotation (“Clinical Rotation”) at a clinical facility (“Clinical Facility”).

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:

1. Compliance With Laws, Rules, and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state, and federal laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of the Clinical Coordinator.

2. Student Background Check. The Coast Community College District and its Campuses have adopted the TJC (The Joint Commission, formerly known as JCAHO, Joint Commission on Accreditation of Healthcare Organizations) requirements for background/drug screen checks for students, consistent with clinical training site requirements for their accreditation processes. Additional information about TJC requirements may be found at <http://www.jointcommission.org/>. All students are required to complete and submit pre-clinical background/drug screen checks. The background check will include County Criminal Records (Past 7 Years), Residency History Search, Social Security Alert, Nationwide Healthcare Fraud & Abuse Registry (OIG/GSA), and Nationwide Sexual Offender Registry. The drug screening will include THC, cocaine, opiates, PCP, amphetamines, benzodiazepines, barbiturates, methaqualone, propoxyphene and methadone.

The background checks will be performed by a service approved by the District and must be completed prior to beginning the first clinical rotation. Student understands that the results of background checks will be provided to the clinical sites by the Program Coordinator before patient care or clinical work commences. The procedures for such background/drug screen checks are set forth in the District’s written “Background/Drug Screen Checks Procedure” which will be provided upon request.

Student’s Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its

patients and not to review, disclose or reveal any confidential information to any third party without the express or prior written consent of the patient and/or healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 45 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the “Regulations”). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the “Protected Health Information”), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student’s assignment and for which Student has been specifically authorized to review by Student instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade, and expulsion from District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District’s governing board (“Board”), and each of its trustees, instructors, employees, agents, and representatives from any and all liability arising out of or in connection with Student’s enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises such as the Clinical Rotation and the Clinical Facility. For the purpose of this release, “liability” means all claims, demands, losses, causes of action, suits, or judgments of any kind that Student or Student’s heirs, executors, administrators, or assigns may have against District, and any of its trustees, employees, agents, or representatives, or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student’s failure to pass any course or class or obtain any particular grades, personal injury, accident, illness, or death, or because of any loss of or damage to property that occurs to Student or Student’s property during Student’s participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, such as the Clinical Rotation and the Clinical Facility. that result from any cause, including but not limited to District’s or its trustees’, employees’, agents’, or representatives’ own passive or active negligence or other acts other than fraud or willful misconduct.

Student’s Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student’s training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood pathogens, illness, personal injuries, and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student’s participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student’s Initials _____

7. No Right to Employment; Removal. Student understands and agrees that Student’s participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and

agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a. Students entering the clinical phase of their education shall read and familiarize Student with all the rules, regulations, and obligations of the Clinical Facility and shall at all times strictly abide thereby.

b. Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola, and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by District or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c. Any Student participating in a Rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d. All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Students CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e. In programs which require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f. Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft soled shoes are required. A facility ID badge provided by Clinical Facility will be provided that must be worn at all times at Clinical Facility site. The ID badge shall be returned to Hoag Hospital at conclusion of Student's clinical experience. See Student's program director or clinical coordinator for specific requirements for Student's program.

g. Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h. Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. **Acknowledgement.** Student has read this Agreement including the background check requirement in Section 2, the release requirements in Section 5, and the assumption of risk provisions in Section 6. Student has read and agrees to abide by and comply with all terms of this Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade, and possible expulsion from District and any of its colleges.

Dated: _____

Student

Student ID Number

CONSENT ITEM

DATE: May 10, 2016

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MARGY PRICE TO PROVIDE COACHING IN LEADERSHIP CAPACITY FOR PRINCIPALS TO PROMOTE STUDENT LEARNING AND ACHIEVEMENT EFFECTIVE MAY 11, 2016 THROUGH JUNE 30, 2016**

Background: Professional coaching has played a strategic role in District staff development for both teachers and administrators to promote student learning and raise student achievement in classrooms and schools. Successful coaching is grounded in research and theory of action including Best Practices, Professional Learning Communities, and McREL's 21 leadership characteristics.

Rationale: Up to 25 hours of individualized coaching sessions will be provided by Margy Price until the end of June 2016 targeting leadership responsibilities to promote student learning and academic performance. Areas of focus include such things as classroom walk-throughs, lesson observations, instructional and supervisory leadership, and progress evaluations through review of student learning data.

Funding: An hourly rate of \$78.78 will be paid; total cost not to exceed \$1,969.50 and will be paid with Certificated Personnel budget #521.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Margy Price to provide coaching in leadership capacity for principals to promote student learning and achievement effective May 11, 2016 through June 30, 2016.

CCB:nm
Attachment

2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Margy Price** 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 up to 25 hours of individualized coaching sessions targeting leadership responsibilities to promote student learning and academic performance. (hereinafter referred to as "Services").

2. Term. Contractor shall commence providing services under this Agreement on **May 11, 2016** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Nine Hundred Sixty Nine Dollars and Fifty Cents. (\$1,969.50)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's 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 Contractor's employees 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 Contractor's own expense, all labor, materials,

equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas 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 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. 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 the 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 (3) 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; (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 charged 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 (3) days after the day of mailing, whichever is sooner.

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

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

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

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

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

the Contractor drives on behalf of the District in the course of performing services.)

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

d. Workers' Compensation as required by California State law.

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. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

13. Compliance With Applicable Laws. The Services 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, equipment and personnel engaged in the 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 Contractor's 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 shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the 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 the 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.

17. Nondiscrimination. Contractor agrees that Contractor 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

CONTRACTOR:
Margy Price
Address on File

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

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

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

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

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

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

26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS **XXTH** DAY OF **MONTH 2015**.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Margy Price
(Contractor Name)

By:

Signature

On File
Taxpayer ID Number

*Note: Do not type Taxpayer ID Number on contract. Included on Insurance Certificate.
You are responsible for obtaining insurance and W9 information prior to issuing contract.*

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1104 FOR THE 2015/2016 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1104 for the 2015/2016 school year. The total amount presented for approval is \$1,615.20.

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

01	General Fund	\$1,615.20
	Total	<u>\$1,615.20</u>

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

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

Recommendation: Approve/Ratify warrant number 1104 for the 2015/2016 school year (District 40, Van Daele).

SH:SM:gs

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1169 FOR THE 2015/2016 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1169 for the 2015/2016 school year. The total amount presented for approval is \$1,731.76.

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

01	General Fund	\$1,731.76
	Total	<u>\$1,731.76</u>

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

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

Recommendation: Approve/Ratify warrant number 1169 for the 2015/2016 school year (District 48, Amerige Heights).

SH:SM:gs

CONSENT ITEM

DATE: May 10, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Accounting Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 15/16-B039 THROUGH 15/16-B042 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 15/16-B039 through 15/16-B042 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:MG:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$7,864 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid - Current Year	\$530,359
8041	Secured Rolls Tax	-348,295
8044	Supplemental Taxes	-57,845
8045	Education Revenue Augmentation Fund (ERAF)	41,793
8047	Community Redevelopment Funds	-166,012
8550	Mandated Cost Reimbursements	-218
8699	All Other Local Revenue	8,082
	Total:	<u>\$7,864</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	\$15,381
2000	Classified Salaries	4,957
3000	Employee Benefits	-26,372
4000	Books and Supplies	-15,430
5000	Services & Other Operating Expenses	31,046
9789	Designated for Economic Uncertainties	-1,718
	Total:	<u>\$7,864</u>

Explanation: This Resolution reflects an increase to revenue for ASB reimbursements. It also includes adjustments to property tax, current year state aid, the PAL Grant, and adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$94,725 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$8
8699	All Other Local Revenue	94,717
Total:		\$94,725

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	-\$52,551
2000	Classified Salaries	-31,510
3000	Employee Benefits	21,142
4000	Books and Supplies	162,636
5000	Services & Other Operating Expenses	-4,992
Total:		\$94,725

Explanation: This Resolution reflects a slight increase in revenue and expenditures for Educator Effectiveness, an increase for various school site and centralized donations, as well as adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$52,881
2000	Classified Salaries	3,934
3000	Employee Benefits	21,751
4000	Books and Supplies	-81,143
5000	Services & Other Operating Expenses	-28,897
6000	Capital Outlay	31,474
	Total:	\$0

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

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

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

Date: _____

By: _____

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

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

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$15,900
5000	Services & Other Operating Expenses	-15,900
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Deferred Maintenance Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities
SUBJECT: **AWARD CONTRACT FSD-15-16-GFR-01 TO AMERICAN TECHNOLOGIES, INC., FOR ASBESTOS ABATEMENT AT PARKS JR. HIGH SCHOOL**

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. Two contractors submitted bids on April 14, 2016.

Pursuant to Public Contract Code section 20111(b), the current bid threshold for public agency construction contracts is \$15,000. The estimated cost of the project, including soft costs and contingency, is in excess of the current bid limit. Therefore, the District went out to bid for the contract.

Rationale: In order to complete the Proposition 39 HVAC project, all of the existing ductwork in Building A must be removed. Asbestos fire proofing was discovered on the ductwork. The asbestos must be removed in order to proceed with the project.

Funding: The contract amount is \$999,250, and is to be paid from the General Fund.

Recommendation: Award Contract FSD-15-16-GFR-01 to American Technologies, Inc., for Asbestos Abatement at Parks Jr. High School.

SH:BM:ys

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities
SUBJECT: **AWARD CONTRACT FSD-15-16-GFR-02 TO ASTRO PAINTING COMPANY, INC., FOR SUMMER PAINTING 2016 AT VARIOUS SITES**

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. Five contractors submitted bids on April 20, 2016. The successful low bidder was Astro Painting Company, Inc.

Rationale: Due to the deterioration and conditions of various classrooms throughout the District, painting is needed.

Pursuant to Public Contract Code section 20111(b), the current bid threshold for public agency construction contracts is \$15,000. The estimated cost of the project, including soft costs and contingency, is in excess of the current bid limit. Therefore, the District went out to bid for the contract.

Funding: The contract amount is \$38,500, and is to be paid from the General Fund.

Recommendation: Award Contract FSD-15-16-GFR-02 to Astro Painting Company, Inc., for summer painting 2016 at various sites.

SH:BM:ys

CONSENT ITEM

DATE: May 10, 2016

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities

SUBJECT: **AWARD CONTRACT FSD-15-16-GFR-03 TO PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS**

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. Two contractors submitted bids on April 21, 2016. The successful low bidder was Progressive Surface Solutions, with a bid of \$282,698.50.

Rationale: Due to the deterioration and conditions of carpet and flooring throughout various District sites, replacement of carpet and flooring is needed. Turf may also be required at various sites.

Pursuant to Public Contract Code section 20111(b), the current bid threshold for public agency construction contracts is \$15,000. The estimated cost of the project, including soft costs and contingency, is in excess of the current bid limit. Therefore, the District went out to bid for the contract.

Funding: The contract amount is \$282,698.50, to be paid from the General Fund.

Recommendation: Award Contract FSD-15-16-GFR-03 to Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs.

SH:BM:ys

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities
SUBJECT: AWARD CONTRACT FSD-15-16-CF-02 TO WCCR CONSTRUCTION FOR LAGUNA ROAD ELEMENTARY SCHOOL PLAY APPARATUS REPLACEMENT

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. Five contractors submitted bids on April 20, 2016. The successful low bidder was WCCR Construction, with a bid of \$234,000.

Rationale: Due to the deterioration and conditions of playground apparatus at Laguna Road School, the playground apparatus renovation is needed to correct those conditions. Pour-in-place will be included in the playground area.

Pursuant to Public Contract Code section 20111(b), the current bid threshold for public agency construction contracts is \$15,000. The estimated cost of the project, including soft costs and contingency, is in excess of the current bid limit. Therefore, the District went out to bid for the contract.

Funding: The contract amount is \$234,000, and is to be paid from the Capital Facilities Fund.

Recommendation: Award Contract FSD-15-16-CF-02 to WCCR Construction for Laguna Road Elementary School play apparatus replacement.

SH:BM:ys

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities
SUBJECT: REJECT ALL BIDS FOR PARKS JUNIOR HIGH SCHOOL 2016 INTERIM HOUSING, FSD-15-16-RD-01

Background: The Fullerton School District advertised for bids for Parks Junior High School 2016 Interim Housing, FSD-15-16-RD-01. Six (6) contractors attended a mandatory job walk on April 19, 2016, and one (1) contractor submitted a bid on May 4, 2016. Oceanstate Development Inc. submitted a bid of \$2,643,620. The District's anticipated budget for the project was \$350,000.

Rationale: District staff recommends rejecting the bid. Public Contract Code stipulates that the contract shall be let to the lowest responsible bidder who shall give security, as the Board requires, or else reject all bids. Staff recommends the Board reject the bid based on the significant difference between the anticipated cost of the project and the amount of the bid.

Funding: Not applicable.

Recommendation: Reject all Bids for Parks Junior High School 2016 Interim Housing, FSD-15-16-RD-01

SH:BM:ys

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: APPROVE REJECTION OF PROPERTY LOSS CLAIM LBI1602175 DD

Background: A claim for damages has been filed against the District. The District and its liability claims administrator, CorVel, have investigated the claim and recommend rejection.

Rationale: The District's claims administrator, CorVel, does not find any evidence of negligence or legal liability in their initial investigation on the part of the District. Therefore, rejection of the claim is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of property loss claim number LBI1602175 DD.

SH:LB

CONSENT ITEM

DATE: May 10, 2016

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

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

PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND VANTAGE LEARNING, MY ACCESS FOR THE 2016/2017 SCHOOL YEAR**

Background: *My Access* is a web-based writing development system that utilizes artificial intelligence and linguistic technologies to bring wide-scale differentiated instruction to the writing process. *My Access* automatically assesses student writing, providing immediate feedback on the structure of their writing and allows teachers the opportunity to assign formative and summative assessments.

Rationale: *My Access* is aligned to Common Core State standards and provides guided support at all steps of the writing process, from prewriting tools to revision plans. Teachers will have the ability to assign writing prompts across various genres and subjects. Students are able to revise their writing based on automatic feedback provided by the system. *My Access* will be utilized by teachers when administering the District writing assessments in grades 5 through 8.

Funding: Cost is not to exceed \$69,400 to be paid from the Unrestricted General Fund.

Recommendation: Approve Agreement between Fullerton School District and Vantage Learning, *My Access* for the 2016/2017 school year.

EF:SC:nm
Attachment



VANTAGE LEARNING

Measuring Success One Student at a Time

Services Requested	List Price	Quantity	Total
MY Access! District Partner Program			
MY Access! Custom District Partner Program	NA	1	\$188,700.00
MY Access! Annual Student Subscriptions	\$36.00	7,000	Included
Professional Development Services (all services exclusive of T & E billed separately)			
MY Access! Advanced for TOSA's and Educational Leaders	\$2,500.00 per session plus T & E	1	Included
Custom On-site Staff Development Day (45.min session series)	\$3,000.00 plus T & E	1	Included
Real Time Professional Development Personalized Consulting Aligned to District Goals	\$800.00	4	Included
Coaching and Mentoring	\$3,000 Per day plus T&E	4	Included
Initial Administrative Training and Follow Up	\$0.00	1	Included
Total Order –			\$188,700.00
PARTNER PROGRAM DISCOUNT (see separate Partner Program Agreement)			-\$\$
FINAL PRICE TO BE INVOICED			\$69,400.00

COPYRIGHT © 2013-2014 by Vantage Learning USA, LLC. All Rights Reserved. No part of this work may be used, accessed, reproduced or distributed in any form or by any means or stored in a database or any retrieval system, without the prior written permission of Vantage Learning USA, LLC or its subsidiaries and /or affiliates.

Vantage Learning My Access! Partner Program Agreement

The agreed-upon services from Vantage Learning and commitments from Fullerton School District are as follows:

Services to be provided by Vantage Learning:

- 7,000 annual student subscriptions of My Access!
- 1 Advanced My Access! workshop for the district TOSAs and Educational Leaders.
- 1 day of training during the District September professional development event. These will be a series of 45 min. sessions specifically on preparing teachers for the benchmarking process.
- 4 Coaching and Mentoring days with a Vantage Professional Development expert coming on-site to schools to work one on one with teachers in their classrooms.
- 32 hours of Real Time PD – Personalized consulting to advance the instructional use of My Access! throughout the district. Staff members can sue this to make specific requests for training to support specific initiatives in their classrooms.
- 1 Administrators training with follow up support for the building Principals.

Commitments from Fullerton School District

- Press release with quote from key district administrator.
- Collaboration with Vantage Learning marketing team to develop case studies and white papers based on the outcome and experiences in the district.
- Collaboration with Vantage Learning research team to provide student achievement data for efficacy studies. Willingness to present results at local education or tech conferences.
- Reference - RFP reference, prospective customer reference, press release quotes, media calls. Would like letter of reference as well as willingness to be contacted.
- Introduction to key administrators in local area school districts and key organizations or foundations.
- Host visits from other schools that are interested in a site visit to a MY Access! site.
- Develop video(s) that show how they've implemented MY Access! in their classrooms. Promotion of video on our site.
- External usage of logo.
- Participation in joint speaking opportunities.
- Willingness to highlight successes in local print and TV media.



VANTAGE LEARNING

Measuring Success One Student at a Time

Terms and Conditions

Client hereby requests the following enumerated services from Vantage Learning as detailed in this Purchase Order Form together with schedules or exhibits attached hereto as applicable and necessary. This Purchase Order Form is issued pursuant and subject to applicable Vantage Learning End-User Subscription Agreement(s) ("EUSA") and Technical Agreement(s) ("Tech Agmt"), available on line at <http://www.vantagelearning.com/tou> covering the services specifically requested and shall only become valid when executed by Client and thereafter accepted by an authorized representative of Vantage Learning. This Purchase Order Form, the applicable Terms & Conditions of the EULA, Tech Agmt, ancillary Vantage Learning services order form(s) and any addenda thereto, shall collectively constitute the Sale and Purchase Agreement between the parties. THIS AGREEMENT SUPERSEDES ANY PROVISIONS OF ANY CLIENT DRAFTED PURCHASE ORDER AND SUPERSEDES ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CLIENT AND VANTAGE LEARNING OR VANTAGE LEARNING SALES AGENTS RELATING TO THE SUBSTANCE MATTER HEREOF.

ACCEPTED BY CLIENT:	ACCEPTED BY VANTAGE LEARNING USA, LLC:
AUTHORIZED Signature:	<i>Deborah A Kusek</i>
AUTHORIZED SIGNATURE	SIGNATURE Deborah A Kusek
NAME (mm/dd/yyyy) DATE	NAME DATE
Title	
Client Purchase Order No:	
<input type="text"/>	

End User Service Agreement (EUSA)

I. IMPORTANT NOTICE TO ALL PURCHASERS AND USERS...PLEASE READ CAREFULLY:

The terms "we", "us", and "our" refer to Vantage Labs, LLC, Vantage Learning USA, LLC, McCann Associates Holdings, LLC and/or Vantage OnDemand (INTL), Limited, the international distributor for McCann and Vantage or any of their affiliated companies (collectively "Vantage"). "You", "your", "grantee", "subscriber" or "end-user" refer to the individual and/or entity that has procured and/or who (which) accesses or uses Services whether the end-user has purchased and paid for Services directly or whether Services have been procured for the benefit of end-user access and use at no additional charge to such end-user. By way of example, an educational institution may pay for its administrators, teachers and students to access and use Services. Similarly, a corporation could pay for its employees to access and use Services. As an end-user, you are bound by the terms and conditions of this User Service Agreement whether you have paid directly for Services or whether your access and use of Services has been paid for by a third party. "Subscription Services" or "services" refer to software service application accessed by you via the internet. "Technical services" refers to support, consulting, or other services including customizations you have ordered (if any apply). The terms 'Subscription Services' or 'service(s)' may be used interchangeably within this document.

II. LEGAL AGREEMENT

This Vantage End-User Service Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity subscriber) as Subscriber Licensee/Grantee and Vantage, Licensor/Grantor for use of the Service incorporating proprietary underlying Virtual Scoring Toolset™ and IntelliMetric® or other proprietary technologies and any related documentation. Services are accessed solely through use of the software services IP domain, web address and Application Protocol Interface (API) technology via the Internet. By using the Service, you agree to be bound by the terms of this Agreement and subscription. If you do not agree to the terms of this Agreement, you may not use the Service. The Service is licensed on a software-as-a-service basis through subscription, it is never sold. The terms and conditions for access to and use of Services include and protect any related documentation or materials that may be distributed to you or to which you may gain access as an end-user. Your access to and use of Services is authorized exclusively by Vantage at its sole discretion and is further contingent upon timely and seasonable payment of subscription and/or service fees as a condition precedent to initial and continued end-user access and use of such Services. Typically, the Service is procured on an entity-subscription or individual-use basis. For applicable details, check with the entity with which you are associated or employed and which has purchased Services for your related use. Pricing, fees, as well as the manner and timing of payment for Services may be governed collaterally by separate purchase order. For further details, check with the entity with which you are associated or employed and which may have purchased Services for your use. **By using Services, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not use Services.**

III. MODIFICATIONS TO SERVICES AND TERMS AND CONDITIONS OF USE

Vantage may at any time make modifications, changes, revisions, maintenance updates, enhancements and alterations to services or this User Services Agreement, without prior notice. Subscribers are responsible for regularly reviewing this Agreement. Your continued use of Services following any modifications, changes, revisions, maintenance updates, enhancements, and alterations shall constitute your acceptance of each modification, change, alteration and the like.

IV. WHAT THIS SUBSCRIPTION AGREEMENT COVERS

Domestic and Foreign Intellectual Property statutes, treaties, conventions, protocols and agreements, including copyright laws (collectively "Intellectual Property law") protect the Service. The Service is accessed exclusively on a subscription basis, it is not sold; College Success is not a 'product', it is a pure service. As a subscriber, you acknowledge, assent to and agree to abide by all Intellectual Property law pertaining to and protecting the Service. You must hold a valid subscription, which we assign to you, in order to use the Service.

Your order is not effective until accepted by us. Upon acceptance we grant you limited authority to access and use the Service on a personal subscription basis, i.e. only valid paid-up subscribers have authority to access and use the service. The Service is intended exclusively for the personal use of each individual paid subscriber. Sharing of subscription details, including username and password is strictly prohibited and shall be immediate cause for cancellation of service without notice. Your subscription will terminate at the end of your paid-up subscription period. The subscription may be subsequently renewed at the then current renewal price. Under certain circumstances, renewing subscribers may be eligible for discounts or other incentives - please see the heading 'SUBSCRIPTION RENEWAL' for important information regarding marketing, your assent to receive email and other marketing offers, incentives and other discounts that may apply to your subscription or subscription

renewal.

V. OWNERSHIP AND PROPERTY RIGHTS

Vantage reserves the right to deal with and contract with whom it desires at its sole discretion. Access to and use of Services is a privilege granted exclusively by Vantage as Subscription Grantor. At its sole discretion, Vantage may monitor, cancel or limit your access to and use of Services without notice of any kind. Potential subscribers are subject to contractually-valid acceptance criteria established by Vantage. **Subscriber understands and acknowledges that Vantage holds all right, title and interest to College Success, including, but not limited to, trade secret, patent, trademark and copyright in Subscription Services and documentation. Subject to the terms of this Agreement, Vantage grants to the individual subscriber who has paid for College Success, a non-exclusive non-transferable subscription to use Subscription Services during the term of this Agreement or the length of the term for which the subscriber has paid for the Service service, whichever is shorter. Additional or individual details and/or constraints or restrictions upon use of the Service may be contained with the Vantage Master Services Agreement Purchase Order attached separately herewith.** Use of Services is limited to non-commercial, educational or valid business purposes only as agreed between Vantage and subscriber; you may access and use Services on a subscription or individual subscription basis depending upon how Services were purchased or procured. For applicable details, check with the entity with which you are associated or employed and which has procured Services for your related use.

VI. INTERNATIONAL SERVICES.

Services provided to clients outside the United States of America are fulfilled by Vantage OnDemand (INTL) Limited, the international distributor for all such services.

VII. SUBSCRIPTION GRANT AND OTHER TERMS OF USE

Upon your acceptance as an end-user/subscriber, Vantage grants to you a non-exclusive, non-transferable, limited authority to access and use Services on an individual subscription basis by use of a special username and password ("entry key") to be issued by Vantage and that shall be used only for purposes consistent with this Agreement and the pedagogic or other business nature and objectives for which Services were developed and procured. The entry key is Vantage confidential information as defined within this Agreement and should not be used for any purpose inconsistent with the terms and conditions of this Agreement or the technology itself. A subscription does not grant you any rights to use Vantage proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third party products, applications, devices, materials and accessories for use with the Service or other Vantage technologies. Some of those rights may be available under a separate agreement from Vantage Associates. For more information, please contact Vantage.

You may not share or otherwise divulge the entry key assigned to you to any other person. Doing so will invalidate your subscription and may subject you to civil penalties. This subscription will terminate at the end of the service term shown on the Vantage Purchase Order you received after subscription (receipt), subscription agreement or contract between you or the entity with which you are associated or employed (if not purchased individually) and Vantage. The typical subscription service period runs for one (1) year from date of purchase.

The subscription may be subsequently renewed at the then current renewal price. Domestic and Foreign Intellectual Property statutes, treaties, conventions, protocols and agreements, including copyright laws (collectively "Intellectual Property law") protect the Services and all underlying technologies and connected intellectual property. As a subscriber, you acknowledge, assent to and agree to abide by all Intellectual Property law pertaining to and protecting Services and technology. **In all cases, you must hold a valid subscription and a specifically assigned entry key in order to access and use Services. Only valid and paid-up subscribers have authority to access and use Services exclusively for personal use.** A subscriber may use Services only for the time period for which subscription has been authorized by Vantage. Any attempt to use an entry key, transfer use of Services or actual use of Services by anyone other than the valid subscriber shall constitute a breach of this End-User Service Subscription Agreement and subscription and shall result in immediate termination of the subscription as described below under the heading 'Termination'.

Subscriber shall not cause any part of the Application in any way to be decompiled, disassembled or reverse engineered, reverse compiled or re-implemented nor shall any attempt to do so be undertaken or permitted. Subscriber agrees not to modify nor create a derivative of any part of the Services, underlying software application or components thereof nor remove, edit, copy, or modify any product identification, copyright or other notices. Intentional attempts to trick, deceive, mislead, fool or otherwise circumvent the legitimate purposes for which the Service has been purchased, including false or purposefully designed submissions calculated to test, reveal or expose underlying scoring technology or other product functionality ("false submission") shall be considered a breach of this subscription

agreement and shall be cause for immediate cancellation of subscription without refund or reimbursement of any kind. Subscriber agrees not to modify nor create a derivative of any part of the Service, remove any product identification, copyright or other notices, create or aid in the creation of false submissions.

VIII. TERMINATION

Without prejudice to any other rights, we may terminate this subscription if Subscriber breaches or fails to comply with any term or condition of this Agreement or associated collateral agreement. In such event, Subscriber shall immediately cease and desist from further use of any materials or documentation connected with Services and shall destroy and/or return, within the exclusive option of Vantage, all related or connected documentation or materials. Upon request of Vantage, terminated subscribers must provide a written statement acknowledging discontinued use of Services and documentation. Upon request of Vantage, terminated subscribers shall provide Vantage with a sworn verification as to subscriber's discontinued use of Services and return or destruction of such related documentation or materials.

IX. CONFIDENTIAL INFORMATION

For purposes of this Agreement, confidential information shall include: the entry key used exclusively by a single assigned end-user and all materials or documentation relating to or used in conjunction with the Service. Subscribers shall not use, disclose or otherwise disseminate to any other person or entity any Confidential Information or any copy or summary of any Confidential Information. Subscribers shall not remove or duplicate any Confidential Information or participate in any way in the removal or duplication of any Confidential Information without Vantage's prior written consent specifically to do the same. In the event that any party or its representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to such party in the course of its dealings with the other party or its representative, it is agreed that such party will provide prompt notice of such request or requirement to Vantage so that Vantage may seek an appropriate protective order and/or by mutual agreement waive compliance with any contrary provisions of this Agreement.

Upon the termination of this Agreement, at Vantage's discretion, subscribers shall destroy or return promptly to Vantage: (i) all copies thereof made; and (ii) all portions of all compilations, studies, notes, analyses and memoranda prepared in connection with the examination thereof or derived therefrom that contain or reflect any Confidential Information. Upon request of Vantage, subscribers shall provide Vantage with a sworn verification as to the return or destruction of such Confidential Information.

X. CALIFORNIA AB 1584 COMPLIANCE

In compliance with the requirements of the California AB 1584:

- Pupil records continue to be the property of and under the control of the school district;
- Pupils may retain possession and control and or transfer their own pupil-generated content, if applicable, to a personal account by contacting their school district, Vantage does not retain possession of pupil records upon completion of the scoring process;
- No information in the pupil record is used for any purpose other than those required or specifically permitted by the contract;
- Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their school district, for no personally identifiable information is retained by Vantage upon completion of the scoring process;
- All staff of Vantage receive training regarding the security and confidentiality of pupil records;
- In the event of any unauthorized disclosure of pupil records, Vantage shall notify the affected parent, legal guardian, or eligible pupil through the affected pupils' school district;
- Vantage does not retain pupil records upon completion of the terms of the contract and all such pupil records, if any, are returned to the school or destroyed upon expiration of the term of the contract;
- Vantage and the school work together to jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and;
- Vantage does not use any personally identifiable information in pupil records to engage in targeted advertising.

XI. LOUISIANA R.S. 17:3914(F) COMPLIANCE

In compliance with the requirements of Louisiana R.S. 17:3914(F):

- Vantage restricts access to Personally Identifiable Information to only those Vantage employees who are authorized by Vantage to have such access,
- Personally Identifiable Information is protected by appropriate security measures, and all protection methods are regularly audited,
- All Personally Identifiable Information is stored, processed and maintained in a secure location in the United States on designated servers and never on portable computing devices or media,
- All Personally Identifiable Information is solely used to achieve the purposes enumerated in the relevant contract or to improve said service and is not used or shared for any other purpose,
- Vantage maintains data breach response plans, organizational policies and procedures,
- Vantage has policies for the protection and storage of any audit logs,
- All confidentially provisions relevant to Louisiana school districts are extended to 15 years from date of execution,
- Upon termination of any contract with Louisiana school districts all Personally Identifiable Information will be sent in its original form to the applicable school upon written request.

XII. SPECIAL NOTES REGARDING ITEM/WRITING PROMPT AUTHORIZING TOOL AND COMPONENTS

Certain licensees, typically teachers and school administrators, may choose to use the MY Access! Item (Writing Prompt) Authoring Development Tool - and internal component technologies designed to create original item content (writing prompts) for use and inclusion within My Access!. As a licensee, you acknowledge, assent to and agree to abide by all Intellectual Property law pertaining to and protecting My Access! and/or any third parties. ***You acknowledge and warrant that your submission of test items and/or writing prompts shall be limited exclusively to your personal development and input of original item content ("item content"). Misuse of copyrighted and similarly protected intellectual property is a serious violation of law. You agree that you will not copy, reproduce, duplicate, import, borrow, cut and paste, or otherwise replicate nor disseminate any material from any other source other your own including, but not limited to, material found in text books, course curricula, state exams, published test items, items found on the internet, in manuals, training guides, or any other like materials notwithstanding your opinion of or reliance upon the legal doctrine of "Fair Use" of copyrighted materials. Any violation of this use may constitute a federal and/or state of foreign violation of law and shall constitute a breach of your MY Access!™ license that shall result in immediate termination of such license.***

Licensees using the MY Access! Item (Writing Prompt) Authoring Development Tool and the Vantage Learning Platform (VLP)™ irrevocably grant to Vantage an exclusive royalty-free, transferable, unlimited and perpetual worldwide license to (i) use, reproduce, publicly perform, publicly display, demonstrate, market, disclose, distribute and prepare Derivative Matters of and compile item content on any media or via any electronic or other method now known or later discovered and (ii) to sublicense the foregoing rights to item content for use in production and support of Vantage's products or services and for any other lawful purpose. Vantage's exercise of this license grant shall be at Vantage's sole discretion and may be performed by Vantage directly or through Vantage designees.

XIII. LIMITED WARRANTY

VANTAGE WARRANTS TO SUBSCRIBER THAT SUBSCRIPTION SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH CURRENT FUNCTIONAL DOCUMENTATION. VANTAGE PROVIDES NO WARRANTY THAT THE USE OF SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. VANTAGE'S TOTAL LIABILITY WITH RESPECT TO THIS WARRANTY AND SUBSCRIBER'S SOLE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO SCORE CORRECTION OR REUSE OF SUBSCRIPTION SERVICES AT NO ADDITIONAL CHARGE TO SUBSCRIBER. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN NO EVENT, HOWEVER, SHALL VANTAGE BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE.

THE ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY VANTAGE. VANTAGE MAKES AND SUBSCRIBER RECEIVES NO OTHER WARRANTY EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE SET FORTH ABOVE, THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF VANTAGE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE OR PERFORMANCE OF

ANY SUBSCRIPTION SERVICES OR INTELLECTUAL PROPERTY PROVIDED TO SUBSCRIBER BY VANTAGE.

LIABILITY UNDER NO CIRCUMSTANCES SHALL VANTAGE'S LIABILITY TO THE SUBSCRIBER HEREUNDER INCLUDE, NOR SHALL VANTAGE BE LIABLE FOR, ANY CLAIM OR DEMAND AGAINST VANTAGE BY A THIRD PARTY, EXCEPT AS SPECIFIED IN ABOVE, OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR PRODUCTS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM NEGLIGENCE OR FROM DELAY OF DELIVERY OR FROM LOSS OF DATA, BUSINESS OR GOODWILL, WHETHER OR NOT SUBSCRIBER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

XIV. ASSIGNMENT

This Agreement and the subscription granted hereunder may not be assigned, licensed, transferred or otherwise alienated by subscriber to any other party.

XV. FEES

Use of Subscription Services is subject to current and reasonable payment of applicable participation and/or special fees, if any, by Subscriber. Failure to comply with payment terms in consideration of continued and valid subscription use shall be grounds for suspension, revocation or termination of subscriber's access to Subscription Services.

XVI. GOVERNING LAW and VENUE

The validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the Commonwealth of Pennsylvania, the validity of the remaining provisions shall not be impaired. All disputes which arise in connection with this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in the Courts of Bucks County, Pennsylvania (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue. Each party waives the personal service of any and all process upon it, and agrees that all such service or process may be made by certified or registered mail, return receipt requested, addressed to the other.

XVII. OTHER

This Agreement constitutes the entire understanding between Vantage and the Subscriber with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations or offers between them. Any modification or amendment of the terms of this Agreement shall not be binding upon either party unless such amendment or modification is in a written form signed by an authorized representative of each party.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY VANTAGE.

As evidenced, as the case may be, by my signature hereon or by my electronic acceptance in lieu of my signature, I confirm that I have received, reviewed, and accepted the applicable End User Service Agreement(s) (EUSAs) together with applicable schedules and exhibits associated with the services requested herein. I furthermore represent that I have authority to bind my organization (Client) to all of the terms and conditions of this Master Services Agreement Purchase Order, including relevant End User Subscription Agreements, schedules, exhibits, and attachments.

CONSENT ITEM

DATE: May 10, 2016

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

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

PREPARED BY: Trang Lai, Director, Educational Services

SUBJECT: **APPROVE PURCHASING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CUE PROFESSIONAL LEARNING TO PROVIDE PROFESSIONAL STAFF DEVELOPMENT TO K-8 GRADE TEACHERS ON SEPTEMBER 2, 2016**

Background: Mr. Jon Corippo is the Director of Academic Innovation for CUE, leading professional learning and his creation, the CUE Rock Star Camp series. Mr. Corippo's keynotes leads and designs Professional Learning experiences all over the country. He is also a Google Certified Innovator, has been a Lead Learner for a Google Teacher Academy, and is also an Apple Distinguished Educator. Mr. Corippo has been named a CUE Gold Disk Recipient among other achievements.

Rationale: Providing high quality professional development means attracting high quality speakers. This speaker will challenge our teachers to engage students at a higher level. Mr. Corippo will be the featured morning keynote speaker with an inspiring message for our teachers. His keynote will focus on student agency, personalized learning and building for the future.

Funding: Cost not to exceed \$2,500 to be paid from the Unrestricted General Fund.

Recommendation: Approve purchasing agreement between Fullerton School District and CUE Professional Learning to provide professional staff development to K-8 grade teachers on September 2, 2016.

EF:TL:ts
Attachment



CUE UID 1568
SPEAKER'S BUREAU AT FULLERTON
SCHOOL DISTRICT
9/2/2016

Prepared For:

Trang Lai
Director of Educational Services
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
trang_lai@myfsd.org
714-447-2878

Prepared By:

Danielle Forst
CUE, Inc
877 Ygnacio Valley Road, Ste. 200
Walnut Creek, CA 94596
925-478-3458
925-891-7862 Fax
dforst@cue.org

Proposal Date: 4/12/2016

Scope of Work:

Event Date: 9/2/2016

Times: 8:15am - 11:00am

Expected Attendance: 600 Participants

Event Location: Ladera Vista Junior High School of the Arts, 1700 E. Wilshire Avenue, Fullerton, CA 92831

CUE will provide Fullerton School District with the following high-quality professional development session.

Jon Corippo will keynote and lead one session:

Keynote focus: student agency, personalized learning and building for the future

Session Title: Rock Star Lesson Design

Jon Corippo, the creator of the Rock Star Teacher Camps, will be sharing agile ways to be your own "chef" in your classroom. Make a break from those teacher-worksheet websites and corporate-designed lesson plans and become a true classroom aficionado. The lesson ideas shared are all multi-grade and multi-subject ready, so they can be deployed in a self-contained classroom or single subject classroom at nearly any grade.

CUE will provide a Lead Learner, materials for participants (handouts, slides, & online resources), and an online evaluation for the session.

Compensation:

Fullerton School District will reimburse CUE for these services at the following rates: \$2500.00

These rates include all travel fees and other expenses. These sessions are offered via "group registration."

Fullerton School District will handle individual registration and will pay CUE with a single check for all participants. Payment is due prior to delivery of services.



Conditions:

Fullerton School District will host the workshop in an appropriate training facility equipped with projectors, screens, and wireless Internet Access. Fullerton School District will also provide technical support and logistical support for the session.

Copyright:

In lieu of traditional copyright, all original materials (such as agendas, handouts, and presentation slides) related to these services will be licensed under the Creative Commons Attribution-ShareAlike 3.0 license. Attribution will be reserved by CUE, Inc. For more information on this license visit: <http://creativecommons.org/licenses/by-sa/3.0/>

Participant Information

In the course of producing this workshop, CUE will collect attendee contact information information that may also be used by CUE for promotion of future CUE professional development opportunities. We will never distribute or sell this information. Participants can opt out of receiving emails from CUE at any time using the "unsubscribe" feature in each CUE email or by replying to CUE staff to remove their name from CUE's mailing list.

Cancellation:

Services may be canceled by CUE or Fullerton School District with or without cause upon the giving of thirty days written notice to the other party. If services are canceled by Fullerton School District less than thirty days prior to the workshop, Fullerton School District will be invoiced for any costs (including travel expenses) already incurred by CUE.

Changes:

Changes to this proposal may be arranged by mutual agreement in writing between CUE and Fullerton School District.

Agreement:

This proposal may serve as a letter of agreement between CUE, Inc. and Fullerton School District. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

Fullerton School District

CUE, Inc.

BY: _____

BY: 

Name: _____

Name: Mike Lawrence

Title: _____

Title: CEO, CUE, Inc

Date: _____

Date: 04/12/2016



CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Trang Lai, Director, Educational Services
SUBJECT: **APPROVE COLLEGE COURSES OFFERED TO 8TH GRADE STUDENTS BY FULLERTON COLLEGE FOR THE 2016-2017 SCHOOL YEAR**

Background: The Fullerton School District serves a diverse learning community with a large number of students achieving at high levels. For this reason, the Fullerton School District will offer the “Middle College” program to high achieving 8th graders who meet set criteria. Students will have an opportunity to extend their learning beyond the 8th grade curriculum while engaging in college-level courses.

Rationale: The Middle College program is designed to offer high achieving students the opportunity to extend their learning beyond 8th grade curriculum. The college classes offered to students will provide students with opportunities for deliberate practice that increases STEAM learning, engagement, and expertise. Students will engage in meaningful, real-world STEAM learning experiences that will inspire their interest in STEAM, while giving them the tools they need to meet the demands of dynamic labor markets.

Funding: Cost not to exceed \$14,000 to be paid from the Unrestricted General Fund.

Recommendation: Approve college courses offered to 8th grade students by Fullerton College for the 2016-2017 school year.

EF:TL:ts

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY NONPUBLIC AGENCY AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND MAYA BORNA, INC., FOR SERVICES EFFECTIVE APRIL 18, 2016 THROUGH JUNE 30, 2016**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs, which may include occupational therapy, speech therapy, physical therapy, behavioral intervention, etc.

Rate information is as follows:

SLP (Speech and Language Pathologist)	\$ 95/hr
SLP (Speech and Language Pathologist) on waiver	\$ 85/hr
SLPA (Speech and Language Pathology Assistant)	\$ 55/hr
OT (Occupational Therapist)	\$ 85/hr

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

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

Funding: Total cost of this contract is not to exceed \$20,000 and is to be paid from Student Support Services fund (255).

Recommendation: Approve/Ratify Nonpublic Agency Agreement between the Fullerton School District and Maya Borna, Inc., for services effective April 18, 2016 through June 30, 2016.

EF:RG:vm

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE POSITION DESCRIPTION FOR LITERACTY COORDINATOR III

Background: Educational Services provides a variety of educational programs to benefit the diverse background of children within Fullerton School District. As State legislature continues to change throughout the course of the years, the District modifies its offerings to remain in compliance with such legal changes.

To help ensure a fluid management of the new programs, a literacy coordinator is needed to oversee State-driven programs such as ELA, Dual Immersion and Response to Intervention. This position will replace the existing position of Program Coordinator in the department. The new incumbent will assume the existing responsibilities of the program coordinator in addition to overseeing all aspects of literacy including English Language Arts and English Language Development. Additionally, this position will coordinate the District's intervention program and Dual Immersion program.

Rationale: Job descriptions define the roles and responsibilities of a specific job classification. Due to the change in responsibilities, a new job description is required.

Funding: Not applicable.

Recommendation: Approve Position Description for Literacy Coordinator III.

CCB:nm
Attachment

FULLERTON SCHOOL DISTRICT
Fullerton, California

Literacy Coordinator III

DEFINITION:

Under direction of the Director of Educational Services, general responsibilities include overall leadership for planning, developing, implementing and evaluating the Fullerton School District's English Language Arts Instructional Program; responsible to lead and oversee the design and implementation of a cutting edge technologically enhanced standards based curriculum; will also assist in directing, hiring, coordination and supervision of the District certificated and classified summer school staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Coordinate FSD English language arts programs to include knowledge and implementation of early literacy skills, designated and integrated English language development, Title III accountability requirements, and ensure compliance through Federal Program Monitoring
- Supervise the operations in the FSD Testing Center to include the evaluation of Testing Center personnel
- Administer District English Language Advisory Committee (DELAC) meetings and serve as the District representative to the DELAC
- Oversee all aspects of the district Dual Immersion program including professional development for teachers and parents and curriculum needs
- Evaluate assessment data to monitor individual student and school progress toward meeting academic goals and objectives
- Assist in planning professional development for teachers and administrators, in the area of English language arts
- Supervise Districtwide Response to Intervention program
- Develop, implement, and administer budget
- Supervise and evaluate certificated/classified staff and coordinate various certificated curriculum meetings
- Other duties as assigned

EMPLOYMENT STANDARDS:

Education

Bachelor's degree or higher from an accredited college or university with emphasis in elementary education, instructional technology, subject matter field commonly taught in the elementary grades, or closely related field, including all courses required to meet credential requirements

Credential/License

A valid Administrative Credential and/or enrolled in an Administrative Credential Program;

A valid Teaching Credential;

Master's Degree;

CLAD/BCLAD or equivalent Certification

Technology Skills/Competence Required

Experience

Student teaching, internship or full-time teaching experience, preferably in a primary grade setting

Knowledge of:

Cutting edge principles, practices, trends, goals and objectives of public education;

FULLERTON SCHOOL DISTRICT
Fullerton, California

Literacy Coordinator III

Organization, management, planning and evaluation strategies, techniques and procedures;
Legal principles of certificated and classified evaluations;
Assessment theory and application;
Legal mandates and regulations pertaining to programs;
Budget strategies and techniques;
Curriculum design and best instructional practices;
Presentation and facilitation practices;
Classroom technology – Practices and Procedures;
Standards based instructional programs;
Theory and application of language acquisition;
21st-century instructional use of technology;
State and federal reforms;
Testing and data analysis;
Professional Learning Communities model;
Project-based Learning;
Response to Instruction (Rtl)

Ability to:

Facilitate small and large group setting;
Monitor and support the work of professional staff;
Think strategically, assess and balance competing values;
Make and effect timely decisions;
Utilize new technologies and software;
Plan for future needs of the District;
Establish and maintain cooperative working relationships with staff, managers, parents, community members, vendors, universities, and state and federal agencies.

PHYSICAL STANDARDS:

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this general instructional category. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary dependent on school site or specialized department assignment

Work Environment:

Indoor environment;
Driving a vehicle to school sites.

Physical Demands:

Sitting or standing for extended periods of time;
Hearing and speaking to exchange information and make presentations;
Seeing to read fine statistical reports and standard text and data on a computer monitor;
Dexterity of hands and fingers to write legibly and to use computer terminals and other general office machines;
Ability to lift and carry up to twenty-five pounds; and to reach, bend, or crouch to use files and records;
Walking at school sites;
Ability to travel to different sites and locations.

**FULLERTON SCHOOL DISTRICT
Fullerton, California**

Literacy Coordinator III

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **APPROVE ANNUAL MEMBERSHIP FOR EMY FLORES, ED.D., TO THE ASSOCIATION OF LATINO ADMINISTRATORS AND SUPERINTENDENTS (ALAS)**

Background: Latino students make up 51% percent of the Fullerton School District student population. The Association of Latino Administrators and Superintendents provides support in the area of professional development with a focus meeting the needs of Latinos, English Learners, and Socially Economically Disadvantaged students.

Rationale: Through their network of nationally recognized education experts, the Association of Latino Administrators and Superintendents will support the Assistant Superintendent of Educational Services through instructional resources that that have proven successful in motivating Latino youth and increasing academic performance in critical learning areas.

Funding: Total cost is not to exceed \$300 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve annual membership for Emy Flores, Ed.D., to the Association of Latino Administrators and Superintendents (ALAS).

EF:nm

CONSENT ITEM

DATE: May 10, 2016

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

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

PREPARED BY: Gary Torres, Principal, Nicolas Junior High School

SUBJECT: **APPROVE LICENSE AND SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR THE IMPLEMENTATION AND EVALUATION OF THE AVID PROGRAM AT NICOLAS JUNIOR HIGH SCHOOL FROM JULY 1, 2016 TO JUNE 30, 2017**

Background: Advancement Via Individual Determination (AVID) is a college readiness system for elementary through higher education that is designed to increase schoolwide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. The AVID Agreement was administered through the OCDE and has shifted to the District. Nicolas Junior High School is the FSD school that will benefit from these services and has been participating in AVID for the past ten years.

Rationale: Although AVID serves all students, the AVID elective focuses on the least served students in the academic middle. The formula is that if the school raises expectations of the students and, with the AVID support system in place, they will rise to the challenge. AVID is partnered with the University PATHWAY financial aid program with Hope International University.

Funding: Cost is not to exceed \$10,214 for participating school site to be paid from the Nicolas JHS site budget.

Recommendation: Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation of the AVID Program at Nicolas Junior High School from July 1, 2016 to June 30, 2017.

EF:GT:nm
Attachment

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.
- 1.2 AVID College Readiness System:
The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials:
Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site:
Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies:
Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 **AVID Programs:**

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (as indicated in parentheses). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 **Exhibit:** The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 **Payment Terms:** The terms of when payment is due, as listed on the Quote.

1.9 **Quote:** The order document that is fully incorporated into this Agreement by reference.

1.10 **AVID District Director:** District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 **Term:** The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1

Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2 **Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3 **Rights Reserved:** Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4 **Proprietary Rights:** The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5 **Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 **Compliance With Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

Article IV. Compensation

- 4.1 **Quotes--Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

- 5.1 **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

- 6.1 **AVID Center Warranty:** AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 **Client Warranty:** Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 **Termination for Convenience:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 **Assignment:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 **Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 **Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 **Non-Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 **Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Fullerton School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 ADL Training: AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 Materials: After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 **Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: Fullerton School District

To	From
Fullerton School District	Shonnel Oson
Mathew Barnett	9246 Lightwave Ave
Fullerton School District	San Diego, CA 92026
1401 W. Valencia Dr.	E-mail: soston@avidcenter.org
Fullerton, CA 92833	

Summary

Total Amount:	\$10,214.00	Quote ID:	QUO-05811-J6G0R5
Shipping Method:	FedEx	Date:	4/26/2016
Payment Terms:	Net 30		
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	1	Number of Middle Libraries:	
Number of AVID Weekly:	1	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site:					
	Co-ADL Year 1	AVID District Leadership	1.00	\$6,000.00	\$6,000.00
		Ship To: Rudolph Torres Nicolas Junior High School, 1100 W. Olive Ave. Fullerton, CA 92833			

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Nicolas Junior High School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00

Pre Freight Amount	\$10,214.00
Total Tax	\$0.00
Total	\$10,214.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

CONSENT ITEM

DATE: May 10, 2016

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

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

SUBJECT: **APPROVE AMENDMENT #2 OF THE INTERNET NETWORK SUPPORT SERVICES AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) EXTENDING THE CURRENT AGREEMENT BY ONE YEAR (AGREEMENT NUMBER 40344) BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2017**

Background: Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) to provide Internet service. This Agreement addresses access to the Internet through OCDE to the K-12 High Speed Network. The Fullerton School District signed an annual agreement for this service.

Rationale: This Amendment extends the current contract by one year that terminates the end of the fiscal year ending June 30, 2017.

Funding: The annual cost of this service is covered in the State budget, so there is no charge to FSD. To date the District has never been charged for this service. If this item is removed from the State budget, the Fullerton School District could eventually be charged for Internet access. This amount would be a metered rate and would be paid from the Unrestricted General Fund.

Recommendation: Approve Amendment #2 of the Internet Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current Agreement by one year (Agreement Number 40344) beginning July 1, 2016 through June 30 2017.

JM:SR:kv
Attachment

AMENDMENT #2
INTERNET ACCESS AGREEMENT
FULLERTON SCHOOL DISTRICT

The Internet Access Agreement, hereinafter referred to as Agreement, entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT, last amended on January 27, 2015, is hereby further amended as follows:

1.0 Section 2.0 TERM shall be amended to read as follows: This Agreement shall be in full force and effect for the period commencing July 1, 2014, and ending on June 30, 2017, subject to termination as set forth in this Agreement.

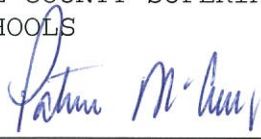
2.0 Except as expressly herein amended, said Agreement shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 18, 2016

2 AMENDMENT #2
3 INTERNET ACCESS AGREEMENT
4 FULLERTON SCHOOL DISTRICT

5 The Internet Access Agreement, hereinafter referred to as
6 Agreement, entered into by and between the Orange County
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California
8 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton
9 School District, 1401 West Valencia Drive, Fullerton, California
10 92833, hereinafter referred to as DISTRICT, last amended on January
11 27, 2015, is hereby further amended as follows:

12 1.0 Section 2.0 TERM shall be amended to read as follows: This
13 Agreement shall be in full force and effect for the period
14 commencing July 1, 2014, and ending on June 30, 2017, subject to
15 termination as set forth in this Agreement.


16 2.0 Except as expressly herein amended, said Agreement shall in all
17 respects be and remain in full force and effect.

18 IN WITNESS WHEREOF, the Parties hereto set their hands.

19 DISTRICT: FULLERTON SCHOOL
20 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

21 BY: _____
22 Authorized Signature

23 BY:  _____
24 Authorized Signature

25 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 18, 2016

CONSENT ITEM

DATE: May 10, 2016

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

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

SUBJECT: **APPROVE 2016/2017 NETWORK SUPPORT SERVICES AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2017**

Background: Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) for network support services. This Agreement addresses access to the BiTech Financial System, Payroll Services and the Time and Attendance System. It includes charges for management of the data circuit that connects FSD to these services.

Rationale: OCDE shares the cost of managing the Intranet network with school districts in Orange County, charging the District for circuit network management.

Funding: Cost is not to exceed \$2,000.00 to be paid from the Unrestricted General Fund.

Recommendation: Approve 2016/2017 Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2016 through June 30, 2017.

JM:SR:kv
Attachment

2 2016-2017
3 NETWORK SUPPORT SERVICES AGREEMENT
4 FULLERTON SCHOOL DISTRICT

5 This Network Support Services Agreement is hereby entered
6 into this 12th day of April, 2016, by and between the Orange County
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California
8 92626, hereinafter referred to as SUPERINTEDENT, and Fullerton
9 School District, 1401 West Valencia Drive, Fullerton, California
10 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and
11 DISTRICT shall be collectively referred to as the Parties.

12 Now, THEREFORE, the Parties hereto mutually agree as
13 follows:

14 1.0 BASIS OF AGREEMENT. Provide network support services for data
15 connectivity and support to school districts within Orange
16 County in accordance with the terms and conditions set forth
17 in this AGREEMENT.

18 2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT
19 access to applications via the SUPERINTENDENT'S network
20 utilized by the SUPERINTENDENT. Applications services shall
21 include access to the following:

- 22 1. Payroll Services
- 23 2. Financial (Separate contract required)
- 24 3. Human Resources (Separate contract required)
- 25 4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)
6. Data Center Site Services (Separate contract required)

1 7. Cloud Storage

2 8. Email Archiving

3 3.0 TERM. This AGREEMENT shall be in full force and effect for
4 the period commencing July 1, 2016, and ending on June 30, 2017,
5 subject to termination as set forth in this AGREEMENT.

6 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
7 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
8 not to exceed Two thousand dollars (\$2,000.00). The charges are
9 based on the actual expenses incurred by SUPERINTENDENT in
10 supporting the connectivity between DISTRICT and SUPERINTENDENT
11 through the telephone companies, Internet service providers, and
12 vendors providing equipment, lines and services. DISTRICT shall be
13 notified in writing of any increase in charges incurred by
14 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay
15 SUPERINTENDENT the actual charges within thirty (30) days upon
16 receipt of an itemized invoice in triplicate from the
17 SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<u>ANNUAL FEES</u>		
1.	<u>\$ 2,000.00</u>	Annual data circuit network management.
2.	<u>\$ 0.00</u>	Cloud Storage
3.	<u>\$ 0.00</u>	Email archiving/storage per terabyte.
4.	<u>\$ 0.00</u>	Email archiving/administration per terabyte
TOTAL FEES:		<u>\$ 2,000.00</u>

24 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
25 technical support and assistance on SUPERINTENDENT'S Network between

1 the DISTRICT and SUPERINTENDENT, provided however, that the
2 availability or performance of this technical support service shall
3 not be construed as altering or affecting SUPERINTENDENT'S
4 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
5 technical support via telephone shall be provided to DISTRICT
6 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
7 excluding SUPERINTENDENT'S holidays.

8 6.0 TRAINING. SUPERINTENDENT will provide, at no additional
9 charge, such assistance and advice, if requested, as may be
10 necessary to assist DISTRICT personnel in the use and operation of
11 the equipment installed by SUPERINTENDENT to enable DISTRICT to make
12 optimum use of the network services Monday through Friday from 7:00
13 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTEDENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT's general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
4 AGREEMENT or the performance of any of the services set forth in
5 this AGREEMENT without prior written approval of the non-assigning
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT. Failure to abide with conditions of this policy
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after
22 deposit in any U.S. Post Office. The address to which notices or
23 demands may be given by either party may be changed by written
24 notice given in accordance with the notice provisions of this
25 section. As of the date of this AGREEMENT the addresses of the
parties are as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN WITNESS WHEREOF, the Parties hereto have caused this
AGREEMENT to be executed.

DISTRICT: FULLERTON SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: *Patricia McCaughey*
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 12, 2016

FullertonSD-NetworkSupportServices-Intranet-(42915)17
Zip4/mls

CONSENT ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Jay McPhail, Assistant Superintendent of Innovation & Instructional Support
SUBJECT: APPROVE APPLE DIRECT CUSTOMER AGREEMENT RENEWAL

Background: On the advice of County Counsel, the District retained an expert consultant to research and provide documentation regarding the sole source nature of Apple Inc. brand products. On May 13, 2014 the board approved the use of Sole Source Vendor for the procurement of non-windows based computer products, declaring Apple Inc. the sole source supplier for unique equipment and operating systems. Apple has requested a Direct Customer Agreement. The Fullerton School District regularly purchases from Apple Inc. to support the instructional programs and data systems of the District. The Agreement provides the terms and conditions for ordering, educational pricing, warranty, and delivery. The initial term of the agreement will be through March 31, 2016, and will automatically renew for successive 12-month periods unless either party provides a written notice not to renew.

Rationale: Our current Common Core Expenditure Plan and Board of Trustee Goals designate the use of educational technology as part of the instructional program and delivery systems for teaching and learning. This Agreement will support buying necessary educational products from Apple Inc.

Funding: There is no cost for approving the Apple Direct Customer Agreement.

Recommendation: Approve the Apple Direct Customer Agreement.

JM:kv



Apple Direct Customer Agreement

This Apple Direct Customer Agreement ("Agreement") is made between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and Customer as defined below.

Name ("Customer"): Fullerton School District

Address: 1401 W. Valencia Drive

City, ST, Zip: Fullerton, CA 92833

1. Definitions. In addition to the definitions set forth herein, the following capitalized terms shall have the meanings set forth below:

1.1 "Agreement" means, collectively, this Apple Direct Customer Agreement, Apple price lists, addenda and executed amendments to the foregoing.

1.2 "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under the Apple brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding third party software and all other third party products.

1.3 "Confidential Information" means: (i) the terms and conditions of the Agreement; and (ii) any nonpublic information the disclosing party marked as "confidential" or "proprietary." Confidential Information shall not include information that: (a) was rightfully in the possession of recipient prior to disclosure; (b) was independently developed by recipient without the use of Confidential Information; or (c) is now, or becomes, available to the public other than as a result of disclosure by recipient in violation of this Agreement.

1.4 "Configure-To-Order Products" or "CTO Products" means Products that Apple modifies from its standard configurations at Customer's request against a set of options made available by Apple.

1.5 "Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

1.6 "Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

1.7 "Services" mean, collectively, the standard, price-listed service, support and/or training products sold under the Apple Inc. brand name that Customer has paid to acquire.

2. Buying Products from Apple.

2.1 Ordering. All purchases must be submitted by Customer to Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this

Agreement shall be made solely for Customer's end use and not for resale.

2.2 Limited Billing Service Account. Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

2.3 Prices and Orders. Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that the Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Before cancelling an accepted order prior to shipment due to insufficient inventory, Apple will make reasonable efforts to contact Customer to determine if Customer wishes to convert such order to new product that may be available to replace the insufficient inventory. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

2.4 Delivery. Title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to loss or damage in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to loss or damage in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Customer named as the loss payee. When shipping Products via a carrier chosen by Customer, Apple will not issue credits or



replace Products returned due to loss or damage in transit. Shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

2.5 Payment. Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than 30 days from the invoice date. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change the Authorized Apple Price Lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

2.6 Product Returns. Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

2.7 Support. Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than Apple Products.

3. Confidential Information. Neither party will use the other's Confidential Information except as required to perform its obligations under this Agreement and will not disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law. If Customer is a public agency or institution, this provision will apply only to the extent of applicable law governing Customer's disclosure obligations.

4. Representations and Warranties.

4.1 Representations and Warranties. Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

4.2 Apple Limited Warranty. The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple

Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

4.3 Disclaimer.

4.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3.2 APPLE PRODUCTS ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY APPLE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

5. Indemnity.

5.1 Indemnity. Subject to the exceptions in this Section 5.1 and the terms of Section 5.2 below, Apple will defend any proceeding or action brought by a third party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services. Notwithstanding anything to the contrary, Apple is not liable to defend or be responsible for any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of any Apple Product with non-Apple branded Products or other programs, data or documentation; (c) Customer's violation of any import or export control requirements, regulations and laws; (d) Customer's use or exportation of any Products into any countries identified on any U.S. Government embargoed countries list; (e) use of any Apple Product in a manner not authorized under the applicable license terms; (f) any other Products; or (g) Customer's, its agents, employees or contractors' negligent acts or omissions. THE ABOVE IS CUSTOMER'S



SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ALL SUCH CLAIMS.

5.2 Notice and Defense Conditions. Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 5.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within 30 days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

5.3 Mitigation. In the event of a Claim, Apple will be entitled (but not obligated), at its sole option, to: (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation.

6. Limitation of Liability.

6.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS, LOSS OF DATA, INTERRUPTION OF USE OR COST OF SUBSTITUTE GOODS OR SERVICES), WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE EVEN IF APPLE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, APPLE'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL NOT EXCEED \$300,000.

6.2 THE ABOVE LIMITS OF LIABILITY ARE EXCLUSIVE AS TO ALL REMEDIES AND THE LIABILITY CAP SHALL NOT BE INCREASED UNDER ANY CIRCUMSTANCES. THE PARTIES AGREE THAT SECTIONS 4 - 6 REPRESENT THE BASIS OF THE BARGAIN AND A FAIR ALLOCATION OF RISK. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

7. Ownership.

7.1 Use of Name. Neither party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other party's prior written consent.

7.2 Software. Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

7.3 Restrictions. Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

8. Term and Termination.

8.1 Term. Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it ("Effective Date") until the following March 31 ("Initial Term"). This Agreement shall automatically renew for successive 12-month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least 90 days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

8.2 Termination. Either party may terminate this Agreement upon 30 days prior written notice if the other party has breached this Agreement and has failed to cure such breach within 30 days of the date of such notice. Either party may terminate this Agreement for any reason or no reason upon 30 days prior written notice. Sections 1, 2.5, 3 - 7, 8.2, and 9 -12 shall survive any termination or expiration of this Agreement. The parties agree that upon any notice of termination of this Agreement, the due date of all Apple invoices shall be accelerated so that they become immediately due and payable, and Customer will cease placing new orders.

9. Export Compliance. This Agreement is subject to all laws, regulations, orders or other limitations on the export and re export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export,



without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense.

10. Notice. Any notice must be in writing and will be deemed given upon actual receipt after being sent by email, fax or commercial carrier to the following email, contracts@apple.com or address for Apple Inc., Attn: Sales Contracts Management, 1 Infinite Loop, MS 90-2CM, Cupertino, CA 95014, and to the address designated on the first page of this Agreement by Customer or as may be provided by the parties. Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section 10.

11. Governing Law. If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12. General Terms. This Agreement may be executed in counterparts and each will be deemed an original. This Agreement contains the entire agreement between the parties regarding the purchase of Products from Apple and supersedes any other prior oral or written agreements. In the event of any conflict or inconsistency between the terms of this Agreement and any license

terms accompanying any Apple Product, such license terms shall control solely as to the Apple Product covered by those terms. Any different or additional provisions in purchase orders, invoices or similar documents issued by Customer are hereby deemed refused by Apple and such refused provisions will be unenforceable. Any modifications hereto must be in writing and signed by the parties. A waiver by any party of any breach will not constitute a waiver of any different or subsequent breach. If any part of this Agreement is invalid, illegal or unenforceable for any reason, that portion shall be replaced with a valid provision appropriate to the parties' original intent and the remainder shall be enforced. Neither party will be liable for failure to perform or delay in performing any obligation if such failure or delay is due to fire, flood, earthquake, strike, war, epidemic, embargo, blockade, legal prohibition, governmental action, riot or any other similar cause beyond that party's control. Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, or any rights or obligations hereunder without Customer's consent. Each party represents that the person signing on behalf of such party has the authority to bind the party on whose behalf s/he is signing to this Agreement. The Parties hereby execute this Agreement as of the Effective Date.

The duly authorized representatives of the parties execute this Agreement as of the dates set forth below.

Customer
SIGNATURE: [Signature]
PRINT NAME: Robert Pietka
TITLE: Superintendent
DATE: 12/20/13

Apple Inc.
SIGNATURE: [Signature]
PRINT NAME: DAVID RYAN
TITLE: SR - CONTRACT MGR
DEPT: UUN CONTRACTS
EFFECTIVE DATE: 12/20/13

CONSENT ITEM

DATE: May 10, 2016
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
PREPARED BY: Carmen Serna, Executive Assistant to the Superintendent
SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RODGER BYBEE FOR NEXT GENERATION SCIENCE STANDARDS AND THE 5 E INSTRUCTIONAL MODEL TO BE HELD ON JUNE 7, 2016

Background: Rodger Bybee has been an educator for over 40 years and has made a huge impact on the science field. Rodger Bybee will facilitate staff development for Next Generation Science Standards and the 5 E Instructional Model to be held on June 7, 2016 for Fullerton School District staff.

Rationale: The purpose of this staff development is to facilitate the continuing development of science across the District.

Funding: Not to exceed \$2,500.00 from the Superintendent's Budget #526.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Rodger Bybee for Next Generation Science Standards and the 5 E Instructional Model to be held on June 7, 2016.

RP:cs
Attachment

2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Rodger Bybee** 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: **Next Generation Science Standards and the 5 E Instructional Model.**

2. Term. Contractor shall commence providing services under this Agreement on **June 7, 2016.**

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Thousand Five Hundred Dollars (\$2500.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's 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 Contractor's employees 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 Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas 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 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. 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 the 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 (3) 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; (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 charged 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 (3) days after the day of mailing, whichever is sooner.

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

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

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

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

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

d. Workers' Compensation as required by California State law.

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. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

13. Compliance With Applicable Laws. The Services 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, equipment and personnel engaged in the 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 Contractor's 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 shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the 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 the 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.

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

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

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
Rodger Bybee
Address on File

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

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

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

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

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

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

26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS **10th** DAY OF **MAY 2016**.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Rodger Bybee

By:

Signature

On File
Taxpayer ID Number

DISCUSSION/ACTION ITEM

DATE: May 10, 2016

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Chanjira Luu, Director, Classified Personnel Services

SUBJECT: **ADOPT RESOLUTION #15/16-20 REDUCING/ELIMINATING IDENTIFIED CLASSIFIED POSITIONS EFFECTIVE AUGUST 8, 2016**

Background: The formal layoff process, which begins with Board adoption of a resolution, is a traditional process that allows for staffing flexibility as funding sources and/or job tasks are eliminated, reduced, or transferred. Although Education Code 45114 requires adherence to this formal resolution and classified employee notification process, employees identified for layoff are usually transferred into comparable open positions as they become available at the start of a new school year. If an employee is not placed in a comparable position, he/she is allowed to exercise bumping rights and/or be placed on a 39-month reemployment list. If the employee agrees to placement into a position with fewer hours, another 24 months of reemployment rights are provided. This layoff has been initiated due to the reduction in funding and/or workload eliminating a 12-hour/week position at Richman School and reducing a position that is currently vacant from 25 hours/week to 15 hours/week at Orangethorpe School.

The Board of Trustees must approve a resolution of layoff prior to the implementation of staffing recommendations. Employee notification, bargaining unit negotiation and alternative placement, if necessary, will be made following Board approval. The positions identified for layoff are listed on the attached Resolution #15/16-20.

Funding: Not applicable.

Recommendation: Adopt Resolution #15/16-20 reducing/eliminating identified Classified positions effective August 8, 2016.

CCB:CL:ph
Attachment

**FULLERTON SCHOOL DISTRICT
MAY 10, 2016
RESOLUTION NO. #15/16-20**

RESOLUTION FOR REDUCING AND ELIMINATING IDENTIFIED CLASSIFIED POSITIONS

WHEREAS, due to lack of funds and/or lack of work, the Board of Trustees hereby finds that it is in the best interest of the Fullerton School District that as of August 8, 2016, certain services now being provided by the District be reduced or eliminated by the following extent:

Position reduction:

1 – Social Service Assistant (reduction from 25.0 hours/week to 15.0 hours/week)

Position elimination:

1 – Social Service Assistant (elimination of 12.0 hours/week position)

NOW, THEREFORE, BE IT RESOLVED that as of August 8, 2016, one classified position shall be reduced and one classified position shall be eliminated to the extent set forth above.

BE IT FURTHER RESOLVED, that the Superintendent is authorized and directed to give notice of layoff and reduction of the positions and of bumping rights to the affected classified employees of the District, if any.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on this 10th day of May, 2016.

Ayes: _____

Noes: _____

Absent: _____

BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT

DATE: _____

BY: _____
Lynn Thornley, President, Board of Trustees

DATE: _____

BY: _____
Dr. Robert Pletka, Superintendent

DISCUSSION/ACTION ITEM

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FULLERTON SCHOOL DISTRICT'S 2016/2017 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 12, 2016.

Funding: Not applicable.

Recommendation: Approve Fullerton School District's 2016/2017 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

CCB:nm
Attachment

FULLERTON SCHOOL DISTRICT
SUNSHINE
PROPOSAL TO CSEA #130
2016-2017
April 12, 2016

Article 6: Pay and Allowances

Article 8: Health Insurance

ADMINISTRATIVE REPORT

DATE: May 10, 2016
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE REVISED BOARD POLICY 1312.3 – UNIFORM COMPLAINT PROCEDURES

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.

Board Policy 1312.3 was presented as a First Read during the April 12, 2016 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Approve revised Board Policy 1312.3 – Uniform Complaint Procedures.

CCB:nm
Attachment

**Fullerton School District
Board Policy
Uniform Complaint Procedures**

BP 1312.3

Community Relations

Board Adopted: August 19, 2009

Board Revised: November 14, 2012

Board Revised: May 21, 2013

Board Revised: September 9, 2014

Board Revised: _____

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

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

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

noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements.

- 7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements.**
- 8. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school.**
- 9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.**

~~The District shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.~~

~~In addition, pursuant to Education Code section 52075, individuals may file a complaint under the District's Uniform Complaint Procedure alleging that the school district has not complied with the LCAP requirements in the Education Code. The complaint may be filed anonymously if the complainant is not satisfied with the decision of the school district, the individual may appeal the decision to the State Superintendent of Public Instruction. The State Superintendent of Public Instruction is required to issue a decision on the appeal within 60 days of the Superintendent of Public Instruction's receipt of the appeal.~~

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

~~Uniform complaint procedures shall also be used to address any complaint alleging the District's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs.~~

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

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

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

state and federal laws and regulations.

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

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

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

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

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

The Responsibilities of Fullerton School District

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

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

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

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

The District shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school

officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

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

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

Filing a Complaint with the Fullerton School District

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

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

The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs

59000-59300 Special schools and centers
64000-64001 Consolidated application process
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Dear Colleague Letter: Title IX Coordinators, April 2015

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

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

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

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

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

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

WEB SITES

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

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

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

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

CSBA Revision
(10/14 7/15) 3/16

DISCUSSION/ACTION ITEM

DATE: May 10, 2016

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

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

SUBJECT: **APPROVE SUMMER STEAM CAMP PROGRAM AT UNIVERSITY OF SOUTHERN CALIFORNIA (USC) FOR FULLERTON SCHOOL DISTRICT STUDENTS TO ATTEND FOUR WEEKS IN JULY 2016**

Background: The Fullerton School District recognizes the importance of preparing students for success in the 21st century and beyond and continues to offer students opportunities to learn through STEAM education. The CS@SC Summer Camps at the University of Southern California provide underrepresented K-12 students with an opportunity to explore topics in computer science including stand-alone programming, web development, mobile app creation, and robotics

Rationale: The CS@SC Summer Camps are designed to provide students with an early education into computer science, engineering, and applied physical science. During this summer, the Fullerton School District would like partner with the University of Southern California through the CS@SC Summer Camps in order to expose students to computer science and engineering and college life. Studies have shown that students who are exposed to computer science and engineering fields at a young age are more likely to excel in academic fields such as science and mathematics.

Funding: Cost not to exceed \$70,000 to be paid from the Unrestricted General Fund.

Recommendation: Approve Summer STEAM Camp Program at University of Southern California (USC) for Fullerton School District students to attend four weeks in July 2016.

EF:nm

ADMINISTRATIVE REPORT

DATE: May 10, 2016

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 must identify goals, process indicators (metrics) for all pupils, each subgroup of pupils, each state priority and any local priorities, and actions and services to meet the identified goals and "needs" must be described. A process for engagement of district stakeholders must be provided. Review and Comment must be elicited from district and site organizations to better align school-site and district-level goals and actions. LCAP will present in a public meeting of the Board of Trustees for a public hearing on June 7, 2016 and subsequent approval on June 21, 2016. The LCAP shall be approved and adopted by July 1, 2016 and updated, annually.

Rationale: The final 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:lc