

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

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

Call to Order and Pledge of Allegiance

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

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

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

Recess to Closed Session – Agenda

At 5:48 p.m., the Board recessed to Closed Session for: •Conference with legal counsel, pending litigation, one case; • Conference with Legal Counsel - Existing Litigation (Government Code section 54956.9(d)(1))  
Name of Case – Cal200 and Marc Babin v. Apple Valley Unified School District et al; •Potential Litigation [Government Code section 54956.9(b)(1)].

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

President Thornley reconvened the Board Meeting at 6:03 p.m. and Jeffrey Tran (Pacific Drive student) led the pledge of allegiance to the flag. She reported in closed session the Board of Trustees ratified the Stipulation for Settlement reached in mediation on September 1, 2016 and authorized the District's Assistant, Superintendent to execute same on behalf of the Board of Trustees (the roll call ayes votes: Trustees Beverly Berryman, Hilda Sugarman, ChrisThompson, and Lynn Thornley and absent from the Board meeting was Trustee Janny Meyer).

Public Comments

Jeanette Vazquez, community member, commended the Board and teachers of the Fullerton School District. She had an opportunity to visit the #FSDgeniusacademy over the summer; she thanked the District for the Dual Immersion program at Raymond School and for giving students real-world experiences.

Introductions/Recognitions

Yolanda Castillo, Principal at Pacific Drive School, presented a movie regarding Pacific Drive's many programs and activities. Jeffrey Tran, Jared Dibble, and Arellys Guzman assisted Mrs. Castillo with the presentation. Mrs. Castillo spoke about parent engagement, Positive Behavioral Intervention and Support, and computer science innovation at Pacific Drive School.

Superintendent's Report

Dr. Pletka shared that Pacific Drive School has great a lot of positive energy. He commended administration and staff for working together for a common vision. He reported that Pacific Drive School experienced a growth in their CAHSEE results (state testing) and it is due to their many years of hard work and dedication. Dr. Pletka is hosting a fish potluck for the Pacific Drive Safety Committee on September 19, 2016. Dr. Pletka thanked Dr. Emy Flores, Assistant Superintendent of Educational Services, and her staff for a very successful staff development day on September 2, 2016 at Ladera Vista JHS (Strengthening your Core). Dr. Pletka was happy to report that administration from the Fullerton Joint Union High School District (FJUHSD) were able to attend the staff development on September 2<sup>nd</sup> and he was thankful for the collaboration between FSD and FJUHSD.

Information from the Board of Trustees

Trustee Sugarman – She reported the Strengthening your Core staff development was very successful. She commended the presenters. Trustee Sugarman commended Pacific Drive School administration and staff. She shared that the Toast to Learning Wine Auction event will be held on October 8, 2016, and donations are still being accepted.

Trustee Berryman – She, too, showed her appreciation to the Educational Services staff who planned for the Strengthening your Core staff development. She spoke about technology increasing efficiency and how collaboration is becoming evident between FSD and FJUHSD. The goal is to have a seamless transition for

students between FSD and FJUHS. She thanked the student presenters and welcomed everyone back to a new school year.

Trustee Meyer- not present.

Trustee Thompson- no report.

President Thornley- no report.

#### Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Kristin Montoya- She expressed her appreciation for the well-planned Strengthening your Core staff development and compared it to an FSD mini CUE conference. On behalf of FETA, she shared her heartfelt condolences for the passing of Dr. Craig Bertsch. She shared personal stories of Dr. Bertsch.

CSEA – no report.

FESMA –no report.

#### Approve Minutes

Moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve minutes of the Regular meeting on August 23, 2016.

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

##### Consent Items

Moved by Chris Thompson, seconded by Beverly Berryman and carried 4-0 to approve the consent items including revised consent item #1a (revised to delete paid administrative leave for employee number 2256).

1a. Approve/Ratify Certificated Personnel Report.

1b. Approve/Ratify Internship Agreement with Brandman University effective August 1, 2016 through July 30, 2019

1c. Approve/Ratify purchase orders numbered K22C0006 through K22C0007, K22D0133 through K22D0177, K22M0082 through K22M0094, K22R0246 through K22R0350, K22S0002 through K22S0003, K22V0054 through K22V0060, and K22X0248 through K22X0282 for the 2016/2017 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 190107 through 190121 for the 2016/2017 school year.

1e. Approve/Ratify warrants numbered 105686 through 105840 for the 2016/2017 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 11574 through 11584 for the 2016/2017 school year.

1g. Approve contract with Pacific Coachways Charter Services, Inc., to provide transportation for field trips, effective September 6, 2016 through June 30, 2017.

1h. Approve 2016/2017 Agreement between Fullerton School District and Act Home Health, Inc., for Licensed Vocational Nurse support by a private duty Licensed Vocational Nurse effective September 7, 2016 through June 30, 2017.

1i. Approve Agreement for participation in the North Orange County Teacher Induction Program between Fullerton School District, Buena Park School District, and La Habra City School District effective September 7, 2016 through June 30, 2017.

1j. Approve organizational memberships for Alison DeMark to the California Association for the Gifted (CAG) and the National Association for Gifted Children (NAGC).

#### Discussion/Action Items:

2a. Hear presentation and approve 2015/2016 Unaudited Actuals and concurrently approve the 2016/2017 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance

changes as the District's 2016/2017 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Susan Hume, Assistant Superintendent of Business Services, presented the 2015/2016 Unaudited Actuals. It was then moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve 2015/2016 Unaudited Actuals and concurrently approve the 2016/2017 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2016/2017 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

2b. Adopt Resolution #16/17-07 approving the Recalculation of the 2015/2016 Appropriations Limitation and establishing the 2016/2017 Estimated Appropriations Limitation Calculations.

It was moved by Chris Thompson, seconded by Beverly Berryman, and carried 4-0 to adopt Resolution #16/17-07 approving the Recalculation of the 2015/2016 Appropriations Limitation and establishing the 2016/2017 Estimated Appropriations Limitation Calculations.

#### Public Hearing

President Thornley conducted a public hearing at 7:04 p.m. to allow for public comment regarding the adoption of Resolution #16/17-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2016/2017. Hearing no public comments, the public hearing was closed at 7:05 p.m.

2c. Adopt Resolution #16/17-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2016/2017.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to adopt Resolution #16/17-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2016/2017. Textbooks are available as a hard copy or online.

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

Information will be presented to the Board regarding Interdistrict Transfers.

#### Adjournment

President Thornley adjourned the Regular meeting on September 6, 2016 at 7:08 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, September 20, 2016  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

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

Board Members present: Janny Meyer, Hilda Sugarman, Lynn Thornley  
(*Beverly Berryman and Chris Thompson absent*)

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

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

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

President Thornley reconvened the Board Meeting at 6:00 p.m. and she led the pledge of allegiance. She reported that in closed session, the Board took action 3-0 (President Thornley, Trustee Janny Meyer, and Trustee Hilda Sugarman) to approve termination for classified employee #5699 per Education Code 44932.

Public Comments

No public comments.

Superintendent's Report

Dr. Pletka shared that Ladera Vista Junior High School of the Arts is receiving a Golden Bell visit.

Information from the Board of Trustees

Trustee Sugarman – She thanked District administration for providing online registration for parents. She thanked Jay McPhail (Assistant Superintendent of Innovation and Support) for coordinating the InfoSnap survey. Trustee Sugarman expressed her appreciation for the donations and support received for the Toast to Learning Wine Auction.

Trustee Meyer- She expressed her appreciation for the love and support that she and her family has received for the last two weeks due to the passing of her father A.B. "Buck" Catlin.

Trustee Thompson- no report.

President Thornley- no report.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – no report.

CSEA – no report.

FESMA –no report.

Approve Minutes

Approval of the Regular minutes for the September 6, 2016 was postponed to the October 14, 21.

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

Consent Items

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 3-0 to approve 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 K22C0008 through K22C0013, K22D0178 through K22D0220, K22M0095 through K22M0096, K22R0351 through K22R0389, K22S0004, K22T0001 through K22T0003, K22V0061 through K22V0070, K22X0283 through K22X0301, and K22Y0046 through K22Y0047 for the 2016/2017 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 190122 through 190149 for the 2016/2017 school year.

1e. Approve/Ratify warrants numbered 105841 through 105959 for the 2016/2017 school year.

1f. Approve/Ratify Agreement between Orange County Superintendent of Schools and Fullerton School District, effective August 1, 2016 through June 30, 2017, for customized coaching and training (CCAT) for preschool teachers.

1g. Approve Classified tuition reimbursement.

1h. Approve/Ratify Classified Personnel Report.

1i. Adopt Resolutions numbered 15/16-B061 through 15/16-B062 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1j. Adopt Resolutions numbered 16/17-B004 through 16/17-B006 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1k. Approve out-of-state travel for Dr. Robert Pletka, Dr. Emy Flores, Jay McPhail and a team of 5 additional staff to attend the Consumer Electronics Show Conference in Las Vegas, Nevada on January 5-8, 2017.

1l. Approve Independent Contractor Agreement with Leg Godt to continue and expand the #FSDGENIUSACADEMY Program and provide engineering & mentoring for Fullerton School District students.

1m. Approve Independent Contractor Agreement between Fullerton School District and Christina Hochleitner for the 2016/2017 school year.

1n. Approve Resolution #16/17-09 proclaiming October 9-15, 2016 as Week of the School Administrator in the Fullerton School District.

1o. Approve Agreement with Camp High Trails for Outdoor Science School from September 21, 2016 through June 30, 2017.

1p. Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 21, 2016 through June 30, 2017.

1q. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 21, 2016 through June 30, 2017.

1r. Approve Agreement with the Ocean Institute for Outdoor Science School from September 21, 2016 through June 30, 2017.

1s. Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 21, 2016 through June 30, 2017.

1t. Approve/Ratify Addendum #1 between Fullerton School District and American Red Cross for contracted services from August 1, 2015 through June 30, 2018.

Administrative Report

2a. Developer Fees Report.

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

No requests.

Adjournment

President Thornley adjourned the Regular meeting on September 20, 2016 at 6:05 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, October 18, 2016  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

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

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

Public Comments/Persons Addressing the Board – Policy

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

Introductions/Recognitions

Raymond School Report

Public Comments

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Approve Minutes

Regular Meeting September 6, 2016

Regular Meeting September 20, 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 K22C0014 through K22C0037, K22D0221 through K22D0366, K22M0097 through K22M0124, K22R0390 through K22R0518, K22S0006, K22T0002 through K22T0004, K22V0071 through K22V0086, K22X0302 through K22X0318, and K22Y0048 through K22Y0049 for the 2016/2017 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 190150 through 190242 for the 2016/2017 school year.

1e. Approve/Ratify warrants numbered 105960 through 106556 for the 2016/2017 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 11585 through 11661 for the 2016/2017 school year.

1g. Appoint Rodney Lusch as the Classified Employees' Personnel Commissioner effective December 1, 2016.

1h. Adopt Resolutions numbered 16/17-B007 through 16/17-B010 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1i. Approve/Ratify warrant number 1107 for the 2016/2017 school year (District 40, Van Daele).

1j. Approve/Ratify warrants numbered 1173 through 1174 for the 2016/2017 school year (District 48, Amerige Heights).

1k. Approve agreement for elementary school photography services with Gerardy Photography.

1l. Award a contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-15-73-0027A, for the purchase of janitorial supplies.

1m. Award a contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-15-73-0027B, for the purchase of janitorial supplies.

1n. Approve Additive Change Order Proposals #4, #5, and #6 for American Technologies, Inc., for asbestos abatement at Parks Jr. High School, FSD-15-16-GFR-01.

1o. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #01).

1p. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #02).

1q. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #03).

1r. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #04).

- 1s. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #05).
- 1t. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #06).
- 1u. Approve agreement with Team Inspections to perform duties as Inspector of Record for DSA required inspections.
- 1v. Approve/Ratify 2016/2017 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Union High School District for special education programs and services effective August 1, 2016 through June 30, 2017.
- 1w. Approve/Ratify 2016/2017 Memorandum of Understanding (MOU) between Fullerton School District and Centralia School District for special education programs and services effective July 1, 2016 through June 30, 2017.
- 1x. Approve/Ratify Amendment to 2016/2017 Agreement between Fullerton School District and StaffRehab for services effective August 1, 2016 through June 30, 2017.
- 1y. Approve Revisions of the Local Educational Agency Plan (LEA Plan) for 2016-2018.
- 1z. Approve Independent Contractor Agreement between Fullerton School District and Ryan Lewis to provide an evaluation of educational programs related to student achievement and engagement.
- 1aa. Approve School Smarts Parent Engagement Program Agreement for 2016/2017.
- 1bb. Review Orange County Department of Education's Williams Settlement Legislation Report for fiscal year 2015/2016.
- 1cc. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2016 – September 30, 2016).
- 1dd. Approve/Ratify Agreement #43342 between Fullerton School District (FSD) and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Positive Behavioral Intervention and Supports (PBIS) training per the PBIS Service Plan effective August 1, 2016 through June 30, 2017.
- 1ee. Approve Independent Contractor Agreement between Fullerton School District and Linda Fredrickson for facilitation of Truancy Intervention Groups effective October 21, 2016 through May 31, 2017.
- 1ff. Approve Speech Language Pathology Assistant Field Experience Internship Agreement with Biola University effective January 20, 2017 through January 19, 2018.
- 1gg. Approve Memorandum of Understanding (MOU) between Fullerton School District and The Gary Center to provide behavioral health services to students at Richman and Orangethorpe Schools effective November 1, 2016 through June 30, 2017.
- 1hh. Approve Independent Contractor Agreement between Fullerton School District Dr. Saul Rubinstein to be provided on October 21, 2016.

1ii. Approve/Ratify Classified Personnel Report.

Administrative Reports:

2a. Fullerton School District 2015/12016 CAASPP Results

2b. First Reading of Revised Board Policy

Revised:

Instruction

BP 6174, Education for English Learners

2c. Interdistrict Transfer Report

2d. First Reading of Revised Board Policies

Revised:

Community Relations

BP 1312.3 Uniform Complaint Procedures

Personnel

BP 4030 Nondiscrimination in Employment

BP 4119.11, 4219.11, 4319.11 Sexual Harassment

Students

BP 5131 Conduct

BP 5131.2 Anti-Bullying

BP 5145.3 Nondiscrimination/Harassment

BP 5145.7 Sexual Harassment

BP 5145.9 Hate-Motivated Behavior

2e. First Reading of Revised Board Annual goals.

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

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 15, 2016, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignment(s), teacher on special assignment(s), paid administrative leave of absence(s), and promotion(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:ad  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON OCTOBER 18, 2016**

**NEW HIRES**

<b>NAME/NAMES</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Daniel Hernandez	Physical Education/ Orangethorpe (50%) / Valencia Park (50%)	III/3	100	09/19/2016
Brendan Ledden	Assistant Principal / Nicolas Jr. High	V/3	100	09/26/2016
Debra Rosengarten	Substitute - Assistant Principal	Employ	100	09/15/2016
Margarita O'Donnell	Substitute Teacher	Employ	100	09/16/2016
Kara Brumbaugh	Substitute Teacher	Employ	100	09/21/2016
Kimberly Bryan	Substitute Teacher	Employ	100	09/29/2016
Stacey Buttes	Substitute Teacher	Employ	100	10/04/2016
Jacquelyn Campa	Substitute Teacher	Employ	100	09/12/2016
Katelyn Clayton	Substitute Teacher	Employ	100	09/14/2016
Rhea Coon	Substitute Teacher	Employ	100	10/03/2016
Tamara Deveney	Substitute Teacher	Employ	100	10/05/2016
Rachel Eyestone	Substitute Teacher	Employ	100	10/05/2016
Carly Franco	Substitute Teacher	Employ	100	09/22/2016
William Friend	Substitute Teacher	Employ	100	10/06/2016
Alexandra Gauthier	Substitute Teacher	Employ	100	09/26/2016
Elizabeth Gwaltney	Substitute Teacher	Employ	100	10/04/2016
Kassondra Hensley	Substitute Teacher	Employ	100	09/29/2016
Katherine Herrera	Substitute Teacher	Employ	100	10/06/2016
Hye Kim	Substitute Teacher	Employ	100	09/29/2016
Aaron Lowenthal	Substitute Teacher	Employ	100	10/03/2016
Kali Mabry	Substitute Teacher	Employ	100	09/30/2016
Marilena McTigue	Substitute Teacher	Employ	100	10/04/2016
Kandace Mispagel	Substitute Teacher	Employ	100	10/04/2016
Jenna Ortman	Substitute Teacher	Employ	100	10/06/2016
Eduardo Ramirez	Substitute Teacher	Employ	100	10/05/2016
Kevin Richter	Substitute Teacher	Employ	100	09/19/2016
Victoria Rivett	Substitute Teacher	Employ	100	09/22/2016
Jessica Sapien	Substitute Teacher	Employ	100	10/06/2016
Jennifer Schulze	Substitute Teacher	Employ	100	10/03/2016
Lisette Segura	Substitute Teacher	Employ	100	10/03/2016



**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 18, 2016**

**EXTRA DUTY ASSIGNMENT(S) - CONTINUED**

**Woodcrest Kindergarten Screening**

**Approve contract hourly rate not to exceed ten (10) hours, from budget 0130229101-1101, for participating in Kindergarten Screening on August 1-2, 2016 for the following certificated personnel:**

Jennifer Brkich

Cari Bailey

**Pacific Drive PBIS Team Meeting**

**Approve contract hourly rate not to exceed four (4) hours, from budget 0121222101-1101, for participating in PBIS Team Meeting on August 2, 2016 for the following certificated personnel:**

Jacqueline Gallardo-Hoffmaster

**PAR Joint Panel**

**Approve stipend of \$1,000 to be paid in two increments, \$500 on January 2017 and \$500 in May 2017 from budget 0130655223-1901, for participation and membership of PAR Joint Panel, for the following certificated personnel:**

Terry Radzai-Sanchez

Darlene Naslund

Andrew Montoya

Elizabeth Ellison

**TEACHER(S) ON SPECIAL ASSIGNMENT**

<b>NAME/NAMES</b>	<b>ASSIGN/LOCATION</b>	<b>EFFECTIVE DATE</b>
Jessica Humes	TOSA / Maple	09/12/2016-12/31/2016
Christine Olivolo	TOSA / Ladera Vista	09/08/2016-05/25/2017

**PAID ADMINISTRATIVE LEAVE OF ABSENCE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
0740	7-8 Grades / Ladera Vista Jr High	Paid Leave of Absence	10/06/2016-10/07/2016

**PROMOTION(S)**

<b>NAME/NAMES</b>	<b>ASSIGN/LOCATION</b>	<b>EFFECTIVE DATE</b>
Rossana Fonseca	Intern Coordinator III	10/03/2016

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 October 18, 2016.

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Clerk/Secretary

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**SUBJECT:** **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

SH:gs  
Attachment

**FULLERTON SCHOOL DISTRICT**
*Gifts: October 18, 2016*

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Beechwood	Target	Community Partner(s)	monetary donation	general supplies	\$789.53
Commonwealth	Mr. and Mrs. Jim Besaw	Community Partner(s)	8 backpacks	students	
Commonwealth	Bunny Dew	Community Partner(s)	t-shirts	PBIS	
Commonwealth	Costco	Community Partner(s)	400 backpacks	students	
Commonwealth	Fullerton Police Department	Community Partner(s)	20+ backpacks	students	
Commonwealth	Lifetouch	Community Partner(s)	monetary donation	PBIS	\$353.16
Commonwealth	Anita Lomeli	Staff	monetary donation	for the school	\$1,000.00
Educational Services	Brea Masonic Center/Gateway Lodge #339	Community Partner(s)	Constitution booklets	5th grade students	
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$21,000.00
Fisler	Cantrell Photography Inc.	Community Partner(s)	monetary donation	instructional supplies	\$938.00
Fisler	Edison International	Community Partner(s)	monetary donation	instructional supplies	\$330.00
Fisler	eScrip	Community Partner(s)	monetary donation	instructional supplies	\$25.50
Fisler	First Shot Productions	Community Partner(s)	monetary donation	instructional supplies	\$1,000.00
Fisler	Fisler PTSA		monetary donation	5th grade	\$303.30
Fisler	Fisler PTSA		monetary donation	Welcome Back Luncheon	\$521.99
Fisler	Picaboo Yearbook	Community Partner(s)	monetary donation	instructional supplies	\$23.54
Fisler	Wells Fargo	Community Partner(s)	monetary donation	instructional supplies	\$339.22
Fisler	Wells Fargo	Community Partner(s)	monetary donation	instructional supplies	\$280.76
Golden Hill	Golden Hill PTA		monetary donation	Say No Way Assembly	\$900.00
Ladera Vista J.H.	LV PTSA		monetary donation	pre-sale LV yearbooks	\$7,425.00
Ladera Vista J.H.	LV PTSA		monetary donation	P.E. Dept/P.E. clothes presale	\$8,860.00
Laguna Road	Laguna Road School Chorus	Community Partner(s)	monetary donation	copy paper and supplies	\$250.00
Maple	Cantrell Photography Inc.	Community Partner(s)	monetary donation	P.E.	\$469.00
Parks J.H.	Stan Budeshtsky	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Mia Cho	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Taechong Chung (James T. Chung)	Parent(s)	monetary donation	choir class	\$100.00

**FULLERTON SCHOOL DISTRICT****Gifts: October 18, 2016**

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Parks J.H.	Sandip Grewal	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Duckhwan Han	Parent(s)	monetary donation	multimedia arts classroom	\$100.00
Parks J.H.	Habib A.Kharrat	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Lizette Kizziar	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Jimmy Kong	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Rodney Long	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Frank Meza	Parent(s)	monetary donation	choir class	\$200.00
Parks J.H.	Christopher Mitsch	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Chung Yueh Pai	Parent(s)	monetary donation	choir class	\$100.00
Parks J.H.	Angela Platon	Parent(s)	monetary donation	choir class	\$100.00
Richman	Lifetouch	Community Partner(s)	monetary donation	materials and supplies	\$636.82
Rolling Hills	Pamela Wilder	Parent(s)	monetary donation	MultiAge LTL program	\$160.00
Sunset Lane	Grace Pak and Kihoo Woo	Parent(s)	monetary donation	3rd grade class	\$1,000.00
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	purchase of Newsela	\$5,135.70

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED K22C0014 THROUGH K22C0037, K22D0221 THROUGH K22D0366, K22M0097 THROUGH K22M0124, K22R0390 THROUGH K22R0518, K22S0006, K22T0002 THROUGH K22T0004, K22V0071 THROUGH K22V0086, K22X0302 THROUGH K22X0318, AND K22Y0048 THROUGH K22Y0049 FOR THE 2016/2017 FISCAL YEAR

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 K22C0014 through K22C0037, K22D0221 through K22D0366, K22M0097 through K22M0124, K22R0390 through K22R0518, K22S0006, K22T0002 through K22T0004, K22V0071 through K22V0086, K22X0302 through K22X0318, and K22Y0048 through K22Y0049 for the 2016/2017 fiscal year.

SH:MG:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/18/2016**

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22C0014	FOUNDATION FOR EDUCATIONAL	1,625.00	1,625.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
K22C0015	ORANGE CNTY DEPARTMENT OF EDUC	85.00	85.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
K22C0016	SAN DIEGO CNTY OFFICE OF EDUCA	30.00	30.00	0135555223 5210	BTSA Staff Development / Conferences and Meetings
K22C0017	COMPUTER USING EDUCATORS INC	5,415.00	2,327.50	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
			380.00	0140955249 5310	Info Systems Serv Media DC / Dues and Memberships
			2,327.50	0152757109 5210	Administrative Assistant Instr / Conferences and Meetings
			380.00	0152757109 5310	Administrative Assistant Instr / Dues and Memberships
K22C0018	ORANGE CNTY DEPARTMENT OF EDUC	217.00	217.00	0153150759 5210	Warehouse DC / Conferences and Meetings
K22C0019	ATKINSON ANDELSON LOYA RUDD RO	129.00	129.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
K22C0020	ORANGE CNTY DEPARTMENT OF EDUC	600.00	600.00	0138552229 5210	Educ Effectvness InstrStaffDev / Conferences and Meetings
K22C0021	NORTH AMERICAN REGGIO EMILIA A	2,200.00	2,200.00	1208255101 5210	Child Developmnt Instr Central / Conferences and Meetings
K22C0022	CALIFORNIANS DEDICATED TO EDUC	620.00	620.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
K22C0023	FOUNDATION FOR EDUCATIONAL	1,377.00	1,377.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
K22C0024	BUREAU OF EDUCATION AND RESEAR	264.60	264.60	0121221101 5210	Title I Orangethorpe Instr / Conferences and Meetings
K22C0025	VENTURA COUNTY OFFICE OF EDUCA	100.00	100.00	0125554391 5210	LEA Medi Cal Reimb OT / Conferences and Meetings
K22C0026	CSU FULLERTON AUXILIARY SVCS C	390.00	390.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
K22C0027	CSU FULLERTON AUXILIARY SVCS C	150.00	150.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
K22C0028	LOS ANGELES COUNTY ADMINISTRTO	30.00	30.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
K22C0029	CSU FULLERTON AUXILIARY SVCS C	60.00	60.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
K22C0030	CSU FULLERTON AUXILIARY SVCS C	70.00	70.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
K22C0031	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
K22C0032	COMPUTER USING EDUCATORS INC	950.00	870.00	0121736101 5210	Title II Tchr Qty St Juliana / Conferences and Meetings
			80.00	0121736101 5310	Title II Tchr Qty St Juliana / Dues and Memberships
K22C0033	CALIFORNIA ART EDUCATION ASSOC	198.00	198.00	0121736101 5210	Title II Tchr Qty St Juliana / Conferences and Meetings
K22C0034	CALIFORNIA CHILDREN AND FAMILI	1,250.00	625.00	1208255101 5210	Child Developmnt Instr Central / Conferences and Meetings

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/18/2016**

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22C0034	*** CONTINUED ***				
			625.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
K22C0035	ZOO PHONICS INC	297.00	297.00	0121212101 5210	Title I Commonwealth Instr / Conferences and Meetings
K22C0036	UC REGENTS	600.00	600.00	0130655223 5210	Peer Assistance Review Prog / Conferences and Meetings
K22C0037	CENTER FOR COLLABORATIVE CLASS	500.00	500.00	0121212101 5210	Title I Commonwealth Instr / Conferences and Meetings
K22D0221	VEX ROBOTICS INC	10,741.19	10,741.19	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22D0222	NASCO WEST INC	143.34	143.34	0130417189 4310	Arts Crafts Design LaderaVista / Materials and Supplies
K22D0223	AMERICAN FLOOR MATS	495.40	495.40	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0224	HERE COMES MONEY FUNDRAISING	321.84	321.84	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
K22D0225	SARGENT WELCH/CENCO	283.20	283.20	0130420139 4310	Science Nicolas / Materials and Supplies Instr
K22D0226	GOV CONNECTION	714.91	714.91	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
K22D0227	SENSORY GOODS LLC	72.86	72.86	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0228	SCHOLASTIC MAGAZINES	365.94	365.94	0130223101 4310	Resp to Interv Instr Parks / Materials and Supplies Instr
K22D0229	STATEMENT SHIRTS	4,043.52	4,043.52	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
K22D0230	DISCOUNT SCHOOL SUPPLY	134.99	134.99	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0232	MOBYMAX	699.00	699.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
K22D0233	CHAPMAN UNIVERSITY	400.00	400.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22D0234	SPELLINGCITY.COM INC	384.00	384.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
K22D0235	CENTER FOR COLLABORATIVE CLASS	486.00	486.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
K22D0236	SCHOLASTIC MAGAZINES	433.03	433.03	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0237	SCHOLASTIC MAGAZINES	529.26	529.26	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0238	SCHOLASTIC MAGAZINES	528.44	528.44	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0239	SPELLINGCITY.COM INC	798.00	798.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0240	TIME FOR KIDS MAGAZINE	385.35	385.35	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 10/18/2016**

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0241	AMAZON.COM	264.33	264.33	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
K22D0242	AMAZON.COM	133.34	133.34	0130420119 4310	Music Nicolas / Materials and Supplies Instr
K22D0243	AMAZON.COM	261.14	261.14	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22D0244	AMAZON.COM	451.23	451.23	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
K22D0245	AMAZON.COM	781.55	781.55	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
K22D0246	AMAZON.COM	125.10	125.10	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
K22D0247	WHITEBOX LEARNING LLC	637.20	637.20	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Instr
K22D0248	FIRSTCALL OFFICE SOLUTIONS INC	2,786.40	2,786.40	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
K22D0249	AMAZON.COM	1,197.78	1,197.78	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
K22D0250	AMAZON.COM	320.91	320.91	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0251	AMAZON.COM	650.93	650.93	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
K22D0252	AMAZON.COM	94.05	94.05	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
K22D0253	AMAZON.COM	103.44	103.44	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
K22D0254	AMAZON.COM	174.12	147.14	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
			26.98	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
K22D0255	AMAZON.COM	161.14	161.14	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0256	AMAZON.COM	134.65	134.65	0130223101 4310	Resp to Interv Instr Parks / Materials and Supplies Instr
K22D0257	AMAZON.COM	57.86	57.86	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22D0258	AMAZON.COM	255.54	255.54	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
K22D0259	ART SUPPLY WAREHOUSE	172.80	172.80	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Instr
K22D0260	DEMCO INC	296.68	296.68	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
K22D0261	IMAGESTUFF.COM	194.40	194.40	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
K22D0262	AMAZON.COM	153.80	153.80	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22D0263	PRO FURNITURE INSTALLS	1,755.00	1,755.00	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 10/18/2016

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0264	SPELLINGCITY.COM INC	1,254.00	627.00	0130227101 4310	Resp to Interv Instr Sunset Ln / Materials and Supplies Inst
			627.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
K22D0265	SHIRT LAB, THE	2,019.12	2,019.12	0130417119 4310	Performing Arts Ladera Vista / Materials and Supplies Instr
K22D0266	LEARNING A TO Z	998.35	998.35	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
K22D0267	SCHOLASTIC READING CLUB	113.83	113.83	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
K22D0268	SCHOLASTIC INC	216.40	216.40	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
K22D0269	IXL MEMBERSHIP SERVICES	919.00	303.27	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
			303.27	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
			312.46	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
K22D0270	READ NATURALLY	678.98	678.98	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
K22D0271	SHOWBIE	480.00	480.00	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
K22D0272	SIGN A RAMA	767.34	767.34	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0273	FLOCABULARY	488.00	488.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22D0274	SOUTHWEST SCHOOL SUPPLY	218.16	218.16	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0275	SCHOOL SPECIALTY	149.37	149.37	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
K22D0276	DEMCO INC	115.48	115.48	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
K22D0277	READ NATURALLY	81.42	81.42	0130227101 4310	Resp to Interv Instr Sunset Ln / Materials and Supplies Inst
K22D0278	SPELLINGCITY.COM INC	158.00	158.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0279	SPELLINGCITY.COM INC	192.00	192.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0280	STATE STREET PRODUCTS LLC	37.85	37.85	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0281	LIBRARY STORE, THE	62.01	62.01	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
K22D0282	MCGRAW HILL EDUCATION INC	652.19	652.19	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
K22D0283	S&S WORLDWIDE INC	403.36	403.36	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22D0284	STUDIES WEEKLY INC	561.68	561.68	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
K22D0285	GREAT BOOKS FOUNDATION, THE	2,398.76	2,398.76	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 10/18/2016

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0286	MIND INSTITUTE	3,750.00	3,750.00	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
K22D0287	MCGRAW HILL EDUCATION INC	194.08	194.08	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
K22D0288	WINSOR LEARNING INC	3,291.12	3,291.12	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0289	LEARNING A TO Z	831.22	831.22	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0290	EAGLE COMMUNICATIONS	129.80	129.80	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
K22D0291	EAGLE COMMUNICATIONS	729.00	729.00	0130219101 4310	Resp to Interv Instr Maple / Materials and Supplies Instr
K22D0292	AMAZON.COM	213.19	213.19	0130219101 4310	Resp to Interv Instr Maple / Materials and Supplies Instr
K22D0293	MUSIC THEATRE INTERNATIONAL	997.60	997.60	0130417119 4310	Performing Arts Ladera Vista / Materials and Supplies Instr
K22D0294	ABRAMS, JOHN	900.00	900.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22D0295	VIRCO MANUFACTURING	997.32	997.32	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0296	VIRCO MANUFACTURING	2,401.87	2,401.87	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
K22D0297	AMAZON.COM	534.52	534.52	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0298	AMAZON.COM	31.44	31.44	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
K22D0299	CAROLINA BIOLOGICAL SUPPLY COM	2,342.91	2,342.91	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22D0300	AMAZON.COM	42.60	42.60	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0301	LEXIA LEARNING SYSTEMS LLC	7,650.00	7,650.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0302	AMAZON.COM	207.30	207.30	0130219101 4310	Resp to Interv Instr Maple / Materials and Supplies Instr
K22D0303	SUPPLY MASTER	304.60	304.60	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
K22D0304	SUPPLY MASTER	1,602.72	1,602.72	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0305	UZBL LLC	87.48	87.48	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
K22D0306	MISSION SAN JUAN CAPISTRANO	1,632.00	1,632.00	0111610101 5850	Donation Instr Acacia / Admission Fees
K22D0307	CALIFORNIA THEATRE CENTER	741.00	741.00	0111610101 5850	Donation Instr Acacia / Admission Fees
K22D0308	SANTA ANA COLLEGE	636.00	636.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
K22D0309	CDW.G	2,894.72	2,894.72	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr

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K22D0310	AMAZON.COM	382.57	382.57	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
K22D0311	TEACHER SYNERGY LLC	51.59	51.59	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0312	CURRICULUM ASSOCIATES LLC	4,944.20	4,944.20	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
K22D0313	CENTER FOR COLLABORATIVE CLASS	1,829.00	1,829.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22D0314	RENAISSANCE LEARNING INC	4,624.00	4,624.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
K22D0315	UZBL LLC	729.00	729.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0316	AMAZON.COM	374.22	374.22	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
K22D0317	STARFALL EDUCATION	291.60	291.60	0122419101 4310	Title III Limited Engl Maple / Materials and Supplies Instr
K22D0318	AMAZON.COM	905.21	905.21	0130229101 4310	Resp to Interv Instr Woodcrest / Materials and Supplies Inst
K22D0319	AMAZON.COM	68.98	68.98	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0320	AMAZON.COM	84.21	84.21	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
K22D0321	GOPIER SPORT	553.20	553.20	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0322	REALLY GOOD STUFF	44.82	44.82	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22D0323	COASTAL ENTERPRISES	319.42	319.42	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22D0324	JOURNEY EDUCATION MARKETING	2,200.00	2,200.00	0111930101 4310	Phelps Grant Instr Fisler / Materials and Supplies Instr
K22D0325	VIRCO MANUFACTURING	296.33	296.33	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22D0326	APPLE COMPUTER INC	320.76	320.76	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0327	NATURE EXPLORE	615.00	615.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22D0328	MIND INSTITUTE	3,699.00	3,699.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
K22D0329	S&S WORLDWIDE INC	44.58	44.58	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0330	FRONT ROW EDUCATION INC	3,455.00	3,455.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0331	STUDIES WEEKLY INC	842.52	842.52	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
K22D0332	CONTINENTAL MATHEMATICS	85.00	85.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
K22D0333	ULTIMATE OFFICE SOLUTIONS INC	333.38	333.38	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr

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K22D0334	SCHOLASTIC MAGAZINES	301.97	301.97	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0335	SHIRT LAB, THE	5,818.50	5,818.50	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
K22D0336	FRIENDS OF JAZZ INC	972.00	972.00	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0337	KNOTT'S BERRY FARM	1,296.00	1,296.00	0111610101 5850	Donation Instr Acacia / Admission Fees
K22D0338	FRIENDS OF JAZZ INC	2,400.00	2,400.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22D0339	SHIRT LAB, THE	743.04	743.04	0130417139 4310	Instrumental Music LaderaVista / Materials and Supplies
K22D0340	LEARNING PLUS ASSOCIATES	1,095.04	1,095.04	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0341	CDW.G	274.49	274.49	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0342	UZBL LLC	729.00	729.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0343	UZBL LLC	2,157.84	2,157.84	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
K22D0344	MCGRAW HILL EDUCATION INC	880.53	880.53	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Inst
K22D0345	FLOCABULARY	1,600.00	1,600.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0346	FRIENDS OF JAZZ INC	600.00	600.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22D0347	AMPLIFY EDUCATION INC	11,781.62	11,781.62	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
K22D0348	DEMCO INC	77.69	77.69	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0349	BRAINPOP LLC	1,695.00	1,695.00	0130223101 4310	Resp to Interv Instr Parks / Materials and Supplies Instr
K22D0350	AMAZON.COM	215.86	215.86	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
K22D0351	CDW.G	6,202.98	6,202.98	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
K22D0352	AMAZON.COM	654.61	654.61	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22D0353	FIRSTCALL OFFICE SOLUTIONS INC	4,411.80	4,411.80	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
K22D0354	RENAISSANCE LEARNING INC	4,043.50	4,043.50	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0355	VIRCO MANUFACTURING	645.93	645.93	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22D0356	AMAZON.COM	259.19	259.19	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
K22D0357	AMAZON.COM	107.28	107.28	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst

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K22D0358	AMAZON.COM	58.64	58.64	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
K22D0359	AMAZON.COM	53.99	53.99	0130223101 4310	Resp to Interv Instr Parks / Materials and Supplies Instr
K22D0360	AMAZON.COM	376.83	376.83	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22D0361	VIRCO MANUFACTURING	486.71	486.71	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
K22D0362	TANAKA FARMS LLC	1,400.00	1,400.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
K22D0363	GOPHER SPORT	4,448.70	4,448.70	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
K22D0364	MIND INSTITUTE	3,499.00	1,749.50	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
			1,749.50	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
K22D0365	CENTER FOR COLLABORATIVE CLASS	4,959.00	4,959.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
K22D0366	EARTHQUAKE MANAGEMENT	2,420.65	2,420.65	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22M0097	AMBIENT ENVIRONMENTAL INC	200.00	200.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
K22M0098	PROGRESSIVE SURFACING	19,078.50	19,078.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
K22M0099	PROGRESSIVE SURFACING	93,548.40	93,548.40	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
K22M0100	PROGRESSIVE SURFACING	15,575.50	15,575.50	1453315819 5640	Deferred Maint Golden Hill / Repairs by Vendors
K22M0101	PROGRESSIVE SURFACING	41,441.00	41,441.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
K22M0102	PROGRESSIVE SURFACING	72,068.00	72,068.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
K22M0103	PROGRESSIVE SURFACING	11,998.50	11,998.50	2567150851 6200	Facilities / Buildings and Improve of Build
K22M0104	CARRANZA, CHRIS	345.00	345.00	4067150851 5640	Facilities / Repairs by Vendors
K22M0105	ENKO SYSTEMS INC	460.22	460.22	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
K22M0106	EXECUTIVE ENVIRONMENTAL SERVIC	774.18	774.18	4067150851 5805	Facilities / Consultants
K22M0107	EXECUTIVE ENVIRONMENTAL SERVIC	67,775.00	67,775.00	4067150851 5805	Facilities / Consultants
K22M0108	SHIFFLER EQUIPMENT SALES	773.40	773.40	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22M0109	TEAM INSPECTIONS	130,272.00	130,272.00	4067150851 6200	Facilities / Buildings and Improve of Build
K22M0110	TEAM INSPECTIONS	6,500.00	6,500.00	0153353859 5805	Maintenance Facilities DC / Consultants

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K22M0111	ARCHITECTURE 9 PLLLP	105.84	105.84	4067150851 5805	Facilities / Consultants
K22M0112	A 1 FENCE COMPANY	748.00	748.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
K22M0113	OMB ELECTRICAL ENGINEERS	8,000.00	3,000.00	1453319859 5805	Deferred Maint Fac Maple Sch / Consultants
			5,000.00	4067150851 5805	Facilities / Consultants
K22M0114	JOHN R BYERLY INC	3,745.00	3,745.00	4067150851 6200	Facilities / Buildings and Improve of Build
K22M0115	MAACO AUTO PAINTING AND BODY W	280.00	280.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
K22M0116	MCCOY AND MILLS FORD	983.60	983.60	0154753849 5640	Grounds Discretionary / Repairs by Vendors
K22M0117	ARCHITECTURE 9 PLLLP	26,000.00	26,000.00	4067150851 5805	Facilities / Consultants
K22M0118	ARCHITECTURE 9 PLLLP	7,400.00	7,400.00	4067150851 5805	Facilities / Consultants
K22M0119	ARCHITECTURE 9 PLLLP	9,500.00	9,500.00	4067150851 5805	Facilities / Consultants
K22M0120	ARCHITECTURE 9 PLLLP	4,640.00	4,640.00	4064650851 5805	Redevelop Pass Through Admin / Consultants
K22M0121	L AND T INDUSTRIES INC	12,500.00	12,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
K22M0122	MONTGOMERY HARDWARE COMPANY	797.00	797.00	1453327819 4363	Deferred Maint Sunset Lane / Materials and Supplies
K22M0123	MONTGOMERY HARDWARE COMPANY	1,004.14	1,004.14	1453327819 4363	Deferred Maint Sunset Lane / Materials and Supplies
K22M0124	IMAGE APPAREL FOR BUSINESS INC	103.80	103.80	0154253829 4362	Custodial Discretionary / Supplies Uniforms
K22R0390	FULLERTON CHAMBER OF COMMERCE	525.00	525.00	0152657719 5310	Superintendent Discret / Dues and Memberships
K22R0391	ASSOC OF CA SCHOOL ADMINISTRAT	660.00	660.00	0152657719 5310	Superintendent Discret / Dues and Memberships
K22R0392	CALIFORNIA SCHOOL BOARDS ASSOC	15,001.00	15,001.00	0152557709 5310	Board Discret / Dues and Memberships
K22R0393	ASSOC OF CA SCHOOL ADMINISTRAT	1,857.40	1,857.40	0152657719 5310	Superintendent Discret / Dues and Memberships
K22R0394	ASSOC OF CA SCHOOL ADMINISTRAT	300.00	300.00	0152657719 5210	Superintendent Discret / Conferences and Meetings
K22R0395	ORANGE COUNTY SCHOOL BOARDS AS	125.00	125.00	0152557709 5310	Board Discret / Dues and Memberships
K22R0396	LEARNING A TO Z	219.90	219.90	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
K22R0397	LAKESHORE LEARNING	1,827.36	1,827.36	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
K22R0398	HEINEMANN PUBLISHING	282.02	282.02	0138552229 4310	Educ Effectvness InstrStaffDev / Materials and Supplies

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K22R0399	LAKESHORE LEARNING	110.65	110.65	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0400	PEARSON ASSESSMENT INC	616.98	616.98	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
K22R0401	PEARSON ASSESSMENT INC	2,935.80	2,935.80	0111555103 4310	Gifted and Talented Education / Materials and Supplies
K22R0402	VILLA, KAITLYN	221.95	221.95	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
K22R0403	KIM, TRACY	250.46	250.46	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0404	MOSES, LAUREN	229.34	229.34	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0405	BURCOMBE, STEPHANIE	380.31	380.31	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R0406	MCCOMB, YOLANDA	766.48	766.48	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22R0407	MAY, WENDY R	277.40	277.40	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22R0408	BLAKE, DARCY	8.49	8.49	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22R0409	RILEY'S FARM	1,837.50	1,837.50	0111630101 5850	Donation Discretionary Fisler / Admission Fees
K22R0410	POWERSCHOOL GROUP LLC	8,000.00	8,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
K22R0411	COLLINS, BREANNA	70.00	70.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
K22R0412	HOPE INTERNATIONAL UNIVERSITY	2,565.00	2,565.00	0153957729 4350	Management Support Discr / Materials and Supplies Office
K22R0413	SUPPLY MASTER	429.83	429.83	0153050799 4350	Business Administration DC / Materials and Supplies
K22R0414	AMAZON.COM	149.55	149.55	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0415	AMAZON.COM	59.55	59.55	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0416	AMAZON.COM	85.54	85.54	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0417	AMAZON.COM	143.56	143.56	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0418	LONG BEACH AQUARIUM OF THE PAC	1,160.00	1,160.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
K22R0419	SEGERSTROM CENTER FOR THE ARTS	710.00	710.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22R0420	BRIGGS, EDWARD	77.76	77.76	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22R0421	WONG WEISEL, SUSAN	29.15	29.15	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
K22R0422	CARREON, BREANNA	76.82	76.82	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies

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K22R0423	DELLALONGA, SANDRA	414.48	414.48	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
K22R0424	AEROMARK	27.54	27.54	0142054201 4350	Special Ed Administration / Materials and Supplies Office
K22R0425	KIM, MICHELLE	120.00	120.00	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
K22R0426	AMAZON.COM	68.82	68.82	0153150759 4350	Warehouse DC / Materials and Supplies Office
K22R0427	HUMES, JESSICA	26.83	26.83	0130219101 4310	Resp to Interv Instr Maple / Materials and Supplies Instr
K22R0428	HOUGHTON MIFFLIN COMPANY	1,121.04	1,121.04	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
K22R0429	APPLE COMPUTER INC	8,629.20	8,629.20	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
K22R0430	UNIVERSITY OF SOUTHERN CALIFOR	56,978.00	56,978.00	0138455109 5850	Ed Services Instruction / Admission Fees
K22R0431	B AND H PHOTO VIDEO INC	231.79	231.79	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
K22R0432	CDW.G	718.16	718.16	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
K22R0433	CHILD1ST PUBLICATIONS LLC	548.65	548.65	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
K22R0434	HUMES, JESSICA	60.00	60.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
K22R0435	MURRAY, KATE	142.56	142.56	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
K22R0436	HASKELL, CHARLES CHRISTOPHER	20,000.00	20,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
K22R0437	CHUNG, SYLVIA	145.40	145.40	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22R0438	SOK-HUYNH, DEVI	67.72	67.72	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
K22R0439	HUMES, JESSICA	13.62	13.62	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
K22R0440	HUMES, JESSICA	39.84	39.84	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
K22R0441	WEISS-WRIGHT, RYAN	84.55	84.55	0130218101 4310	Resp to Interv Instr Laguna Rd / Materials and Supplies Inst
K22R0442	YOUTHTRUTH STUDENT SURVEY	33,500.00	33,500.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
K22R0443	CDW.G	5,344.20	5,344.20	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0444	PIONEER DRAMA SERVICE	1,684.05	1,684.05	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
K22R0445	CDW.G	5,245.13	5,245.13	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
K22R0446	STAPLES ADVANTAGE	180.34	180.34	0151354341 4350	Health Services / Materials and Supplies Office

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K22R0447	MEDICALESHP INC	486.86	486.86	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
K22R0448	AMAZON.COM	19.43	19.43	6852458741 4350	Workers Comp Admin / Materials and Supplies Office
K22R0449	GIVEN, STEPHANIE	268.23	268.23	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0450	KBI AND ASSOCIATES	279.94	279.94	0130229101 4310	Resp to Interv Instr Woodcrest / Materials and Supplies Instr
K22R0451	AMAZON.COM	106.92	106.92	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
K22R0452	DASH ROBOTICS INC.	11,097.90	11,097.90	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R0453	GST INC	16,219.21	16,219.21	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
K22R0454	AMAZON.COM	155.52	155.52	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0455	AMAZON.COM	133.03	133.03	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0456	AMAZON.COM	62.83	62.83	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
K22R0457	AMAZON.COM	51.18	51.18	0153150759 4350	Warehouse DC / Materials and Supplies Office
K22R0458	MOVIE LICENSING USA	7,779.00	790.00	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
			395.00	0130411109 4310	Site Disc Instruction Beechwd / Materials and Supplies
			371.00	0130412109 4310	Site Disc Instr Commonwealth / Materials and Supplies
			395.00	0130413109 4310	Site Disc Instruction Fern Dr / Materials and Supplies Inst
			395.00	0130415109 4310	Site Disc Instruction Golden / Materials and Supplies Instr
			371.00	0130416109 4310	Site Disc Instruction Hermosa / Materials and Supplies Inst
			395.00	0130417109 4310	Site Disc Instruction Ladera / Materials and Supplies Instr
			395.00	0130418109 4310	Site Disc Instr Laguna Road / Materials and Supplies Instr
			371.00	0130419109 4310	Site Disc Instruction Maple / Materials and Supplies Instr
			395.00	0130420109 4310	Site Disc Instruction Nicolas / Materials and Supplies Inst
			395.00	0130421109 4310	Site Disc Instr Orangethorpe / Materials and Supplies Instr
			395.00	0130422109 4310	Site Disc Instr Pacific Drive / Materials and Supplies Inst
			371.00	0130423109 4310	Site Disc Instruction Parks / Materials and Supplies Instr
			395.00	0130424109 4310	Site Disc Instruction Raymond / Materials and Supplies
			395.00	0130425109 4310	Site Disc Instruction Richman / Materials and Supplies Inst
			395.00	0130426109 4310	Site Disc Instruction Rolling / Materials and Supplies Inst
			395.00	0130427109 4310	Site Disc Instr Sunset Lane / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0458	*** CONTINUED ***				
			395.00	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Instr
			370.00	0130429109 4310	Site Discr Instr Woodcrest / Materials and Supplies Instr
K22R0459	KOSKI, BRITTNEY	536.47	536.47	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
K22R0460	COLUMBIA PINE CONES AND BOTANI	606.00	606.00	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
K22R0461	CALIFORNIA CHILD DEVELOPMENT	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0462	IC GROUP - CALIFORNIA	1,209.60	967.68	0132952101 4310	Aft Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
			241.92	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0463	PRO ED	317.95	317.95	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0464	MATHALICIOUS LLC	320.00	320.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
K22R0465	ETTINGER, JULIANNE	185.23	185.23	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
K22R0466	PEARSON ASSESSMENT INC	129.60	129.60	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
K22R0467	BYUN, CHRISTINE	111.73	111.73	0130417189 4310	Arts Crafts Design LaderaVista / Materials and Supplies
K22R0468	MORALES, ELIZABETH	126.50	126.50	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
K22R0469	WAISANEN, BENIY	92.00	92.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
K22R0470	STEELE, HOLLY	34.77	34.77	0152055779 4350	Education Services Discret / Materials and Supplies Office
K22R0471	SOUTHERN CALIFORNIA SUPERINTEN	150.00	150.00	0152657719 5310	Superintendent Discret / Dues and Memberships
K22R0473	IMAGE SOURCE	1,890.00	1,890.00	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
K22R0474	COSTCO WHOLESALE	165.00	165.00	0153150759 5310	Warehouse DC / Dues and Memberships
K22R0475	OFFICE DEPOT BUSINESS SERVICE	25.36	25.36	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0476	STAPLES ADVANTAGE	157.66	157.66	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
K22R0477	DANMAR PRODUCTS INC	169.04	169.04	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
K22R0478	K WEST PRINTING	2,580.39	2,580.39	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor
K22R0479	AMAZON.COM	64.76	64.76	0153150759 4350	Warehouse DC / Materials and Supplies Office
K22R0480	SUPPLY MASTER	550.36	550.36	0153150759 4350	Warehouse DC / Materials and Supplies Office

**FULLERTON ELEMENTARY**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22R0481	CHAVEZ, CLAUDIA	60.00	60.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22R0482	CAT-AURELIO, THIUY	60.00	60.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22R0483	SAN, MAKOTHNIMITII	60.00	60.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22R0484	MARTINEZ, ROSALIE	10.00	10.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0485	MORALEZ, RACHEL	166.98	166.98	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0486	DEEMER, MATTHEW	10.00	10.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0487	DAVID, JONI	63.99	63.99	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0488	POLENDO, SANDRA	65.00	65.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0489	MAGANA-GARCIA, STACY	10.00	10.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0490	MANRIQUEZ, MEGAN	90.00	90.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0491	HULL, MARIA	65.00	65.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0492	SILVA, CHANTAL	66.99	66.99	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0493	GARCIA, ANNA	70.00	70.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0494	STEWART, KIMBERLY	388.00	388.00	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22R0495	DANFORTH, JAMES	99.99	99.99	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0496	ESCOBAR, JEAN CARLA	160.15	160.15	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0497	OSSIGINAC, DANIEL	137.47	137.47	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0498	HOBAYAN, LEILANI	14.98	14.98	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0499	AZABACHE, CARLO	154.65	154.65	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R0500	PRO ED	47.15	47.15	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0501	PRO ED	106.15	106.15	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0502	PRO ED	127.29	127.29	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
K22R0503	PEARSON ASSESSMENT INC	350.46	350.46	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
K22R0504	SOCIAL THINKING	194.70	194.70	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies

**FULLERTON ELEMENTARY**  
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K22R0505	PAIZ, KATHLEEN	84.44	84.44	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
K22R0506	DILUIGI, JESSICA	365.80	365.80	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22R0507	MARTINEZ, CHRISTI	174.91	174.91	0111611107 4310	Cotsen Foundation Instr BW / Materials and Supplies Instr
K22R0508	SORRELL, KATERINA	411.56	411.56	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22R0509	MOEN, SHAWN	131.99	131.99	0130420199 4310	PE Nicolas / Materials and Supplies Instr
K22R0510	ESCOBAR, MARIA	68.00	68.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
K22R0511	APPLE COMPUTER INC	85.32	85.32	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
K22R0512	SUPER DUPER PUBLICATIONS	275.80	275.80	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0513	SUPER DUPER PUBLICATIONS	178.08	178.08	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22R0514	LAKESHORE LEARNING	37.39	37.39	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
K22R0515	MATTINGLY LOW VISION INC	94.35	94.35	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
K22R0516	RIOS, HUGO	52.64	52.64	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22R0517	ATKINSON ANDELSON LOYA RUDD RO	900.00	450.00	0156556369 5805	Home to Sch Transportation DC / Consultants
			450.00	0160690371 5805	Food Services / Consultants
K22R0518	SCHOOL SPECIALTY	102.95	102.95	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
K22S0006	OFFICE DEPOT BUSINESS SERVICE	21,001.68	21,001.68	0100000000 9320	Unrestricted / Stores
K22T0002	ASSOCIATED BUSINESS PRODUCTS	49.71	49.71	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
K22T0004	CI SOLUTIONS	595.00	595.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
K22V0071	LAMINATING AND BINDING SOLUTIO	1,774.43	1,774.43	0130420109 6410	Site Discr Instruction Nicolas / New Equip Less Than
K22V0072	DEMCO INC	1,179.35	1,179.35	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22V0073	AMAZON.COM	1,378.97	236.33	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,142.64	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
K22V0074	AMAZON.COM	38,067.72	832.56	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
			37,235.16	0140955109 6410	Information Systems Serv Instr / New Equip Less Than

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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K22V0075	CULVER NEWLIN INC	2,002.25	1,490.28	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
			511.97	0130422109 6410	Site Discr Instr Pacific Drive / New Equip Less Than
K22V0076	DEMCO INC	2,345.68	1,172.84	0130213101 6410	Resp to Interv Instr Fern Dr / New Equip Less Than
			1,172.84	0130413109 6410	Site Discr Instruction Fern Dr / New Equip Less Than
K22V0077	TROXELL COMMUNICATIONS	1,568.16	1,568.16	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
K22V0078	RCN TECHNOLOGIES	1,648.91	579.72	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,069.19	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
K22V0079	IMAGE SOURCE	21,556.80	21,556.80	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22V0080	CULVER NEWLIN INC	6,149.84	1,451.52	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
			4,698.32	0130424109 6410	Site Discr Instruction Raymond / New Equip Less Than
K22V0081	APPLE COMPUTER INC	5,641.80	1,447.20	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
			4,194.60	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22V0082	IMAGE SOURCE	592.92	592.92	0130427109 6410	Site Discr Instr Sunset Lane / New Equip Less Than
K22V0083	IMAGE SOURCE	592.92	592.92	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
K22V0084	APPLE COMPUTER INC	869.87	869.87	0130417109 6410	Site Discr Instruction Ladera / New Equip Less Than
K22V0085	PATON MILLER LLC AKA PATONGROU	4,590.00	4,590.00	0130420209 6410	STEM Nicolas / New Equip Less Than \$10,000
K22V0086	APPLE COMPUTER INC	3,108.48	1,528.56	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
			1,579.92	0130423109 6410	Site Discr Instruction Parks / New Equip Less Than
K22X0302	HOME DEPOT, THE	300.00	300.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22X0303	TATLEY, ALDIN AND LINDA	7,121.00	7,121.00	0142054201 5828	Special Ed Administration / Special Education Settlements
K22X0304	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
K22X0305	COSTCO WHOLESALE	300.00	300.00	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
K22X0306	PEPPER MUSIC, J W	500.00	500.00	0130420119 4310	Music Nicolas / Materials and Supplies Instr
K22X0307	PLOEHN, CALEB D	2,500.00	2,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
K22X0308	COSTCO WHOLESALE	300.00	300.00	0125354101 4310	Sp Ed Section 619 Instruction / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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K22X0309	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0151354341 4350	Health Services / Materials and Supplies Office
K22X0310	PEPPER MUSIC, J W	1,500.00	1,500.00	0130417149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
K22X0311	BARNES AND NOBLE INC	700.00	700.00	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
K22X0312	APPLE COMPUTER INC	20,000.00	20,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
K22X0313	VERIZON WIRELESS	6,000.00	6,000.00	1208255271 5900	Child Developmnt Admin Central / Communications
K22X0314	ASSOC OF CA SCHOOL ADMINISTRAT	3,000.00	3,000.00	0152151749 5890	Personnel Serv Certificated DC / Advertising for
K22X0315	HOME DEPOT, THE	1,000.00	1,000.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
K22X0316	UC REGENTS	25,600.00	25,600.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
K22X0317	COSTCO WHOLESALE	500.00	500.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
K22X0318	BOOKSOURCE, THE	700.00	700.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22Y0048	TRANSPORTATION CHARTER	20,000.00	20,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
K22Y0049	FAST DEER BUS CHARTER INC	5,000.00	5,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
	<b>Fund 01 Total:</b>	<b>745,485.26</b>			
	<b>Fund 12 Total:</b>	<b>41,273.72</b>			
	<b>Fund 14 Total:</b>	<b>20,376.64</b>			
	<b>Fund 25 Total:</b>	<b>11,998.50</b>			
	<b>Fund 40 Total:</b>	<b>349,105.42</b>			
	<b>Fund 68 Total:</b>	<b>19.43</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>1,168,258.97</b>			

# FULLERTON ELEMENTARY

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/18/2016

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K22D0103	MOMENTUM IN TEACHING LLC	3,200.00	-6,400.00	0130218101 5210	Resp to Interv Instr Laguna Rd / Conferences and Meetings
			+3,200.00	0130218101 5800	Resp to Interv Instr Laguna Rd / Other Contracted Services
K22D0174	COMPLETE BUSINESS SYSTEMS	40.77	+5.37	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
K22D0178	CURRICULUM ASSOCIATES LLC	370.16	+37.02	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
K22D0184	FLAGHOUSE INC	83.08	+10.72	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
K22D0188	HEINEMANN PUBLISHING	31.00	-334.80	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
K22D0191	CULVER NEWLIN INC	6,975.79	-2,065.13	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
K22M0036	COALITION ADEQUATE SCHOOL HOUS	919.00	+44.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
K22M0060	RANCHO PACIFIC ELECTRIC INC	320,076.75	+2,670.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Build
K22M0085	ARCHITECTURE 9 PLLLP	6,389.64	-5,097.00	0153353859 5805	Maintenance Facilities DC / Consultants
K22R0149	AMAZON.COM	1,943.78	+1,383.42	0152757789 4350	Administrative Assistant DC / Materials and Supplies Office
K22R0252	HANDWRITING WITHOUT TEARS	571.17	+48.40	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
K22R0255	E L ACHIEVE	12,017.70	+5,822.70	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
K22R0264	MULTI HEALTH SYSTEMS	5,859.48	+231.60	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
K22R0319	KAPLAN SCHOOL SUPPLY	2,478.63	+481.91	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
			-566.95	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than \$10,000
K22R0349	DISCOUNT SCHOOL SUPPLY	639.58	+78.00	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
K22R0358	AEROMARK	15.39	+2.11	0152055779 4350	Education Services Discret / Materials and Supplies Office
K22R0384	IC GROUP - CALIFORNIA	475.20	+41.31	0138552229 4350	Educ Effectvness InstrStaffDev / Materials and Supplies Offi
K22S0002	VERITIV OPERATING COMPANY	21,571.20	+34.94	0100000000 9320	Unrestricted / Stores
K22S0003	SCHOOL HEALTH CORPORATION	3,389.26	-17.24	0100000000 9320	Unrestricted / Stores
K22V0046	TORMACH INC	18,365.70	-7,090.00	0130420209 6410	STEM Nicolas / New Equip Less Than \$10,000
K22V0065	APPLE COMPUTER INC	5,541.84	-969.84	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
K22X0010	SOUTHWEST SCHOOL SUPPLY	4,100.00	+1,500.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr

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

BOARD OF TRUSTEES

10/18/2016

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0060	NATIONAL JUNIOR HONOR SOCIETY	415.80	415.80	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0145	SCHOOL MATE	259.20	259.20	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
K22D0231	DEMCO INC	1,179.35	1,179.35	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22R0061	CALIFORNIA SCHOOL BOARDS ASSOC	3,520.00	880.00	0152055779 5310	Education Services Discret / Dues and Memberships
			880.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			880.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			880.00	0153750799 5310	Business Administration DC / Dues and Memberships
K22R0210	AMAZON.COM	1,069.08	1,069.08	0152757789 4350	Administrative Assistant DC / Materials and Supplies
K22R0472	IMAGE SOURCE	592.92	592.92	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
K22X0295	CM SCHOOL SUPPLY COMPANY	150.00	150.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>6,593.43</b>			
	<b>Fund 12 Total:</b>	<b>592.92</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>7,186.35</b>			

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

BOARD OF TRUSTEES

10/18/2016

FROM 08/30/2016 TO 09/29/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K22D0060	NATIONAL JUNIOR HONOR SOCIETY	415.80	415.80	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
K22D0145	SCHOOL MATE	259.20	259.20	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
K22D0231	DEMCO INC	1,179.35	1,179.35	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
K22R0061	CALIFORNIA SCHOOL BOARDS ASSOC	3,520.00	880.00	0152055779 5310	Education Services Discret / Dues and Memberships
			880.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			880.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			880.00	0153750799 5310	Business Administration DC / Dues and Memberships
K22R0210	AMAZON.COM	1,069.08	1,069.08	0152757789 4350	Administrative Assistant DC / Materials and Supplies
K22R0472	IMAGE SOURCE	592.92	592.92	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
K22X0295	CM SCHOOL SUPPLY COMPANY	150.00	150.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>6,593.43</b>			
	<b>Fund 12 Total:</b>	<b>592.92</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>7,186.35</b>			

CONSENT ITEM

**DATE:** October 18, 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 190150 THROUGH 190242 FOR THE 2016/2017 SCHOOL  
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 30, 2016 through September 29, 2016, contains purchase orders numbered 190150 through 190242 for the 2016/2017 school year totaling \$610,617.31.

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 190150 through 190242 for the 2016/2017 school year.

SH:KT:tg  
Attachment

Schedule of Open / Processed Food and Commodity  
Purchase Order Report  
08-30-16 through 09-29-16

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
8/30/2016	Hollandia Dairy	190150	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190151	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190152	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190153	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190154	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190155	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190156	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190157	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190158	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190159	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190160	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190161	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190162	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190163	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190164	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190165	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190166	Dairy Products	6,000.00
	<b>TOTAL OPEN PURCHASE ORDERS</b>			<b>102,000.00</b>
<b>Processed Food &amp; Commodity P.O.'s</b>				
<b>NONE</b>				
	Total OPEN Purchase Orders (from this page & page 2)			\$ 277,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			333,617.31
	<b>TOTAL PURCHASE ORDERS</b>			<b>\$ 610,617.31</b>

Schedule of Open / Processed Food and Commodity  
Purchase Order Report  
08-30-16 through 09-29-16

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
8/30/2016	Hollandia Dairy	190167	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190168	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190169	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190170	Dairy Products	6,000.00
8/30/2016	Hollandia Dairy	190171	Dairy Products	10,000.00
8/30/2016	Hollandia Dairy	190172	Dairy Products	2,000.00
9/12/2016	Goldstar Foods, Inc.	190181	Food	1,000.00
9/27/2016	Hollandia Dairy	190215	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190216	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190217	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190218	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190219	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190220	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190221	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190222	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190223	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190224	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190225	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190226	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190227	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190228	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190229	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190230	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190231	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190232	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190233	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190234	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190235	Dairy Products	6,000.00
9/27/2016	Hollandia Dairy	190236	Dairy Products	10,000.00
9/27/2016	Hollandia Dairy	190237	Dairy Products	2,000.00
<b>TOTAL OPEN PURCHASE ORDERS (Page 2)</b>				<b>\$ 175,000.00</b>

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 105960 THROUGH 106556 FOR THE 2016/2017 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 105960 through 106556 for the 2016/2017 school year totaling \$4,653,157.16. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	3,853,182.94
12	Child Development	51,792.84
14	Deferred Maintenance	30,674.46
25	Capital Facilities	294,417.38
40	Special Reserve	311,691.01
68	Workers' Compensation	106,055.84
81	Property/Liability Insurance	5,342.69
	Total	<u>\$4,653,157.16</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 105960 through 106556 for the 2016/2017 school year.

SH:MG:gs

CONSENT ITEM

**DATE:** October 18, 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 11585 THROUGH 11661 FOR THE 2016/2017 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 11585 through 11661 for the 2016/2017 school year. The total amount presented for approval is \$272,775.07.

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 11585 through 11661 for the 2016/2017 school year.

SH:KT:tg

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** **APPOINT RODNEY LUSCH AS THE CLASSIFIED EMPLOYEES' PERSONNEL COMMISSIONER EFFECTIVE DECEMBER 1, 2016**

Background: Rodney Lusch is currently serving as the appointee of the classified employees to the Personnel Commission. His current three-year term expires December 1, 2016. California School Employees Association, Chapter #130 has announced their desire to reappoint Rodney Lusch to the Personnel Commission at the September 20, 2016, Board of Trustees' meeting.

Rationale: Pursuant to Education Code Section 45246, the Governing Board shall appoint the nominee of the classified employees to the Personnel Commission, to be effective on the date on which the vacancy would occur.

Funding: Not applicable.

Recommendation: Appoint Rodney Lusch as the Classified Employees' Personnel Commissioner effective December 1, 2016.

CL:ph

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 16/17-B007 THROUGH 16/17-B010 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 16/17-B007 through 16/17-B010 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:DI:gs  
Attachment

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

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

**GENERAL FUND 01**  
**UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$11,279
2000	Classified Salaries	-12,408
3000	Employee Benefits	8,204
4000	Books and Supplies	-19,330
5000	Services & Other Operating Expenses	34,813
	Total:	\$0

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

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

Approved: 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 \$355,183 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**  
**RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$317,670
8699	All Other Local Revenue	37,513
	Total:	<u>\$355,183</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	\$314,893
2000	Classified Salaries	-7,085
3000	Employee Benefits	29,882
4000	Books and Supplies	-211,846
5000	Services & Other Operating Expenses	214,970
7000	Other Outgo	14,369
	Total:	<u>\$355,183</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for Title I, adjustments to 2015/16 and 2016/17 for both Title III Limited English and Teacher Quality programs, and school site donations. Also included is an adjustment to the Cotsen Foundation program, a decrease to Title III Immigrant Education Program, and 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>
2000	Classified Salaries	-\$15,000
5000	Services & Other Operating Expenses	15,000
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the 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	-\$3,150
5000	Services & Other Operating Expenses	3,150
	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:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Melissa Greenwood, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1107 FOR THE 2016/2017 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1107 for the 2016/2017 school year. The total amount presented for approval is \$2,098.76.

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

01	General Fund	<u>\$2,098.76</u>
	Total	\$2,098.76

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 1107 for the 2016/2017 school year (District 40, Van Daele).

SH:MG:gs

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Melissa Greenwood, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 1173 THROUGH 1174 FOR THE 2016/2017 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1173 through 1174 for the 2016/2017 school year. The total amount presented for approval is \$5,912.88.

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

01	General Fund	<u>\$5,912.88</u>
	Total	\$5,912.88

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 warrants numbered 1173 through 1174 for the 2016/2017 school year (District 48, Amerige Heights).

SH:MG:gs

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Mike McAdam, Supervisor, Purchasing & Warehouse  
**SUBJECT:** APPROVE AGREEMENT FOR ELEMENTARY SCHOOL PHOTOGRAPHY SERVICES WITH GERARDY PHOTOGRAPHY

Background: On April 12, 2016, Cantrell Photography, Inc., Life Touch School Studios, Inc., and Studio 1 were approved by the Board as photography vendors for the District.

To ensure equality of the back-to-school elementary photography, the District established a standard that all photography vendors must meet in order to do business within the District. Three standard photography packages with fixed pricing were designed, and each vendor must include those packets within their other special offerings of photography packages. Additionally, each vendor must have a minimum of five years' experience in projects similar in size and scope, must comply with the fingerprinting requirements of Education Code 45125.1, and carry proper insurance required by the District. Gerardy Photography has submitted the proper documents and would like to be an approved vendor added to the list.

The contract period is for five years. The contract price is to be adjusted annually, not to exceed the average twelve-month change in Consumer Price Index. There will be no adjustment this year.

Rationale: By approving Gerardy Photography's agreement, the process is streamlined and standardized for the schools, and PTAs can make choices earlier in the year with any vendor on the approved list.

Funding: No impact.

Recommendation: Approve agreement for elementary school photography services with Gerardy Photography.

SH:MM:gs

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Mike McAdam, Supervisor, Purchasing & Warehouse

**SUBJECT:** **AWARD A CONTRACT TO GORM, INC., PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-15-73-0027A, FOR THE PURCHASE OF JANITORIAL SUPPLIES**

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

The District's Purchasing Department has considered procurement methods for the purchase of janitorial supplies and related items and finds that, as applicable, it is in the best interest of the District to procure those items utilizing the CMAS contract number 4-15-73-0027A. This contract expires on December 31, 2018.

Rationale: Per the provisions of Public Contracts Code section 20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials, or supplies without advertising for bids if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing janitorial supplies as required throughout the District.

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

Recommendation: Award a contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-15-73-0027A, for the purchase of janitorial supplies.

SH:MM:mg

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Mike McAdam, Supervisor, Purchasing & Warehouse

**SUBJECT:** AWARD A CONTRACT TO GORM, INC., PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-15-73-0027B, FOR THE PURCHASE OF JANITORIAL SUPPLIES

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

The District's Purchasing Department has considered procurement methods for the purchase of janitorial supplies and related items and finds that, as applicable, it is in the best interest of the District to procure those items utilizing the CMAS contract number 4-15-73-0027B. This contract expires on October 31, 2017.

Rationale: Per the provisions of Public Contracts Code section 20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials, or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing janitorial supplies as required throughout the District.

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

Recommendation: Award a contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-15-73-0027B, for the purchase of janitorial supplies.

SH:MM:mg

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Robert Macauley, Director, Maintenance/Operations & Facilities  
**SUBJECT:** APPROVE ADDITIVE CHANGE ORDER PROPOSALS #4, #5, AND #6 FOR AMERICAN TECHNOLOGIES, INC., FOR ASBESTOS ABATEMENT AT PARKS JR. HIGH SCHOOL, FSD-15-16-GFR-01

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

Rationale: The original contract scope of work has been increased by the following change order proposals.

- Change Order Proposal #4  
Addition for removal and disposal of cold water supply lines: \$14,125.
- Change Order Proposal #5  
Addition for the installation of expanded metal lath, 4 areas: \$12,275.
- Change Order Proposal #6  
Addition for the removal and disposal of asbestos fireproofing: \$14,275.

Funding: This project is funded from the General Fund. The total of these change order proposals to American Technologies, Inc., is \$40,675. The new total of this contract is \$1,074,204.20.

Recommendation: Approve Additive Change Order Proposals #4, #5, and #6 for American Technologies, Inc., for asbestos abatement at Parks Jr. High School, FSD-15-16-GFR-01.

SH:RM:ys



AMERICAN TECHNOLOGIES, INC.

Fullerton School District  
1401 W. Valencia Drive ,  
Fullerton , CA. 92833  
Attn.; Bob Macauley

August 25th, 2016

Re; Parks Jnr. High , 1710 Rosecrans Avenue . Fullerton. CA.

CHANGE ORDER # 6

Knee high walls /Pony walls

- Unscrew aluminum metal track from the roof decking.
- Remove and dispose of the asbestos fireproofing that is sandwiched between the top plate and the roof decking , approximate 250 lineal feet .
- Attach the top plates back to the roof decking

Total Cost ; \$14,275.00

Respectfully submitted

Jeffery Jackson

ATI , 909-322-3229

CORPORATE OFFICE  
270 Baywood Avenue  
Orange, CA 92865  
714/283-9990 Office  
800/400-9353 Toll Free  
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PHOENIX, AZ  
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RIVERSIDE, CA  
951/350-1113

SACRAMENTO, CA  
916/788-2400

SAN DIEGO, CA  
866/400-9353

SAN FRANCISCO, CA  
800/400-9353

SAN JOSE, CA  
408/467-3010

MEXICO  
011/52 066-634-3002

INTERNATIONAL  
001/714-283-9990



AMERICAN TECHNOLOGIES, INC.

Fullerton School District  
1401 W. Valencia Drive ,  
Fullerton , CA. 92833  
Attn.; Bob Macauley

August 17, 2016

CORPORATE OFFICE  
210 Baywood Avenue  
Orange, CA 92865  
714/283-9990 Office  
800/400-9353 Toll Free  
714/283-9995 Fax  
www.amer-tech.com

Re; Parks Jnr. High , 1710 Rosecrans Avenue . Fullerton. CA.

**CHANGE ORDER # 5**

Interior installation of expanded metal lath , 4 areas approximately 50 feet long and other areas to to prevent access to the back side of the beams with fireproofing,

**Total Cost ; \$12,275.00**

Respectfully submitted

Jeffery Jackson

ATI , 909-322-3229

CHICAGO, IL  
877/800-3088

LAS VEGAS, NV  
702/568-0800

LOS ANGELES, CA  
877/800-9353

PHOENIX, AZ  
602/800-3580

RIVERSIDE, CA  
951/330-9353

SACRAMENTO, CA  
916/309-2850

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888/400-9353

SAN JOSE, CA  
408/261-3010

MEXICO  
011/52-664-634-3002

INTERNATIONAL  
001/212-284-9990



AMERICAN TECHNOLOGIES, INC.

Fullerton School District  
1401 W. Valencia Drive ,  
Fullerton , CA. 92833  
Attn.; Bob Macauley

September 14, 2016

Re; Parks Jnr. High , 1710 Rosecrans Avenue . Fullerton. CA.

**CHANGE ORDER # 4**

Remove and dispose of the 4 x 450 lineal feet cold water supply lines

Total Cost ; \$14,125.00

Respectfully submitted

Jeffery Jackson

ATI , 909-322-3229

**CORPORATE OFFICE**

210 Baywood Avenue  
Orange, CA 92865  
714/283-9990 office  
800/400-9353 toll free  
714/283-9995 fax

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PHOENIX, AZ  
877/800-9390

RIVERSIDE, CA  
800/350-9353

SACRAMENTO, CA  
916/322-2400

SAN DIEGO, CA  
800/400-9353

SAN FRANCISCO, CA  
800/400-9353

SAN JOSE, CA  
408/452-3010

MEXICO  
011/52-060-634-3007

INTERNATIONAL  
001/714-283-9990

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS, FSD-15-16-GFR-03 (TASK ORDER #01)

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs (Task Order #01), for Ladera Vista Junior High School. The contract included the demo of the existing carpet, and the installation of new plywood sheets and floor coverings throughout. This project is now substantially complete.

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

Funding: The completed contract amount is \$11,998.50 from Fund 40 (Van Daele).

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #01).

SH:RM:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Ladera Vista Junior High School, 1700 E Wilshire Ave, Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 18<sup>th</sup> day of October, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Carpeting Upgrades, Replacement, and Repairs at Ladera Vista Junior High, FSD-15-16-GFR-03 (Task Order #01).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS, FSD-15-16-GFR-03 (TASK ORDER #02)

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #02), for Orangethorpe Elementary School. The contract includes the demo of the existing unitary backed carpet, mechanical abatement, disposal, removal, and containment with third party clearance testing. Three classrooms were cleaned and received new floor coverings. This project is now substantially complete.

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

Funding: The completed contract amount is \$41,441 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #02).

SH:RM:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Orangethorpe Elementary School, 1400 S. Brookhurst, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 18<sup>th</sup> day of October, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Carpeting Upgrades, Replacement, and Repairs at Orangethorpe Elementary School, FSD-15-16-GFR-03 (Task Order #02).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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STATE OF CALIFORNIA  
COUNTY OF ORANGE

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\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS, FSD-15-16-GFR-03 (TASK ORDER #03)

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs (Task Order #03), for upgrades to Raymond Elementary School. The contract includes the demo of the existing unitary backed carpet, mechanical abatement, disposal, removal, and containment with third party clearance testing. Also included were floor preparation, supply and installation of rubber base, and floor coverings in two classrooms. This project is now substantially complete.

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

Funding: The completed contract amount is \$19,078.50 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #03).

SH:RM:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Raymond Elementary School, 517 N. Raymond Avenue, Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 18<sup>th</sup> day of October, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Carpeting Upgrades, Replacement, and Repairs at Raymond Elementary School, FSD-15-16-GFR-03 (Task Order #03).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS, FSD-15-16-GFR-03 (TASK ORDER #04)

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs (Task Order #04), for Woodcrest Elementary School. The contract includes the demo of existing unitary backed carpet, abatement, disposal, removal, containment, and third party clearance testing. The contract also includes the installation of new rubber base and floor coverings in five classrooms. This project is now substantially complete.

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

Funding: The completed contract amount is \$72,068 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #04).

SH:RM:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Woodcrest Elementary School, 455 W. Baker Avenue, Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 18<sup>th</sup> day of October, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Carpeting Upgrades, Replacement, and Repairs at Woodcrest Elementary School, FSD-15-16-GFR-03 (Task #04).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS, FSD-15-16-GFR-03 (TASK ORDER #05)

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs (Task Order #05), for Golden Hill Elementary School. The contract includes the demo of existing carpet, and the installation of new rubber base and floor covering to the school media center. This project is now substantially complete.

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

Funding: The completed contract amount is \$15,575.50 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #05).

SH:RM:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Golden Hill Elementary School, 732 Barris Drive, Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 18<sup>th</sup> day of October, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Carpeting Upgrades, Replacement, and Repairs at Golden Hill Elementary School, FSD-15-16-GFR-03 (Task #05).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS, FSD-15-16-GFR-03 (TASK ORDER #06)

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs (Task Order #06), for Nicolas Junior High School. The contract includes the demo of existing unitary backed carpet, with mechanical abatement, disposal, removal, containment, and third party clearance testing. Also included is the installation of rubber base and floor covering in six classrooms and storage area. This project is now substantially complete.

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

Funding: The completed contract amount is \$93,548.40 from the Redevelopment Fund (40).

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task Order #06).

SH:RM:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1100 W. Olive Avenue, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 18<sup>th</sup> day of October, 2016, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Carpeting Upgrades, Replacement, and Repairs at Nicolas Junior High School, FSD-15-16-GFR-03 (Task #06).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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STATE OF CALIFORNIA  
COUNTY OF ORANGE

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\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

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

**SUBJECT:** APPROVE AGREEMENT WITH TEAM INSPECTIONS TO PERFORM DUTIES AS INSPECTOR OF RECORD FOR DSA REQUIRED INSPECTIONS

Background: The District plans to enter into various construction projects. The services of the Division of the State Architect (DSA) certified inspectors are necessary to interface with the Division of the State Architect and Office of Public School Construction, provide supervision of contractors, and other tasks related to the completion of construction projects.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. In the field, school districts are required to have a licensed DSA inspector as the Division's on-site representative. The DSA inspector is responsible for verifying that certain aspects of a construction project conform to project documents and building codes.

District staff recommends entering into an agreement with Team Inspections for these services. Team Inspections is a full-service inspection firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractor Agreement. Total projected cost for services for each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Costs will be paid from various funds, including the General Fund.

Recommendation: Approve agreement with Team Inspections to perform duties as Inspector of Record for DSA required inspections.

SH:RM:ys  
Attachment

## 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Team Inspections**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **Inspection Services**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **October 18, 2016**, and will diligently perform as required and complete performance by **June 30, 2017**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement and individual proposals, which will be submitted per project. Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if services have been satisfactorily rendered under the terms of this Agreement.

### **Hourly Rates:**

**IOR Class 1: \$78**

**IOR Class 2: \$72**

**IOR Class 3: \$68**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor

employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

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

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
**Attn: Susan Hume, Asst. Supt., Bus. Services**

Contractor:  
Team Inspections  
1131 Coronet Drive  
Riverside, CA, 92506  
**Attn: Frank Sands**

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

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

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

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

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

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

This Agreement is entered into this **18<sup>th</sup>** day of **October 2016**.

FULLERTON SCHOOL DISTRICT

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

**Susan Cross Hume**  
**Assistant Superintendent, Business Services**

\_\_\_\_\_  
(Contractor Name)

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

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

CONSENT ITEM

**DATE:** October 18, 2016

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

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

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

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

Background: Anaheim Union High School District may provide for the education of individual students in special education programs who reside in other Special Education Local Plan Areas (SELPA). Anaheim Union High School District operates programs for Deaf and Hard of Hearing (DHH) students who qualify as individuals with exceptional needs requiring intensive educational services under the Individuals with Disabilities Act (IDEA).

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Programs for the profoundly delayed or profoundly behaviorally challenged students may be recommended for placement in an alternative program.

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

Funding: Total cost of contract is not to exceed \$120,000 and is to be paid from Student Support Services General Fund (710).

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

EF:RG:vm

CONSENT ITEM

**DATE:** October 18, 2016

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

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

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

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

Background: Centralia School District may provide for the education of individual students in special education programs who reside in other Special Education Local Plan Areas (SELPA). Centralia School District operates programs for Deaf and Hard of Hearing (DHH) students who qualify as individuals with exceptional needs requiring intensive educational services under the Individuals with Disabilities Act (IDEA).

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Programs for the profoundly delayed or profoundly behaviorally challenged students may be recommended for placement in an alternative program.

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

Funding: Total cost of contract is not to exceed \$110,000 and is to be paid from Student Support Services General Fund (710).

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

EF:RG:vm

CONSENT ITEM

**DATE:** October 18, 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 AMENDMENT TO 2016/2017 AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND STAFFREHAB FOR SERVICES EFFECTIVE AUGUST 1, 2016 THROUGH JUNE 30, 2017**

Background: Board approval was granted on July 26, 2016 for the agreement with StaffRehab. Amendment is requested due to additional services/rates added.

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 working to provide most services within the District, it is necessary to contract outside for certain services.

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

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

EF:RG:vm  
Attachment

ADDENDUM #1  
October 18, 2016 Board Item #1x

NONPUBLIC AGENCY MASTER CONTRACT BETWEEN  
FULLERTON SCHOOL DISTRICT AND STAFFREHAB  
EFFECTIVE AUGUST 1, 2016 THROUGH JUNE 30, 2017

This addendum is being submitted in order to add additional services/rates to Board item originally approved on July 26, 2016 (Item #1mm).

Original contract rates:

Speech Language Pathologist	\$ 65-\$ 80/per 60 min
Occupational Therapist	\$ 68-\$ 80/per 60 min
Certified Occupational Therapy Assistant	\$ 53-\$ 61/per 60 min

Additional contract services/rates:

American Sign Language	\$ 55/hour
Speech Language Pathology Assistant	\$ 55/hour

\_\_\_\_\_  
Robert Pletka, Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

October 18, 2016

\_\_\_\_\_  
STAFFREHAB

\_\_\_\_\_  
Date

Prepared by: \_\_\_\_\_  
Robin Gilligan, Director

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Susan Albano, Director, Educational Services  
**SUBJECT:** **APPROVE REVISIONS OF THE LOCAL EDUCATIONAL AGENCY PLAN (LEA PLAN) FOR 2016-2018**

Background: The Every Student Succeeds Act (ESSA) continues to mandate districts to revise their Local Educational Agency Plan (LEA Plan) as a requirement for receiving federal funding for Title I Educationally Disadvantaged, Title II Teacher and Principal Quality, and Title III Education for English Learners. On August 28, 2011, the Board of Trustees approved the five-year, LEA Plan for the 2011-2016 school years. The Fullerton School District (FSD) LEA Plan is aligned to the goals adopted in the FSD Local Control Accountability Plan.

During this transition year to ESSA, the California Department of Education has advised districts that a new plan template will be released that will incorporate both State and federal requirements within the next two years.

The LEA Plan addresses specific actions and approved strategies that will increase student achievement including teaching and learning needs for low-achieving students, incorporate scientifically research-based instructional strategies, measurable achievement goals and targets, professional development needs, intervention opportunities, and promote parental involvement.

A copy of the Local Educational Agency Plan revisions is available in the Superintendent's Office for review.

Rationale: The District is required to update and evaluate programs and anticipated budget expenditures for Federal Title I, II, and III.

Funding: Not applicable.

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

EF:SA:lc

CONSENT ITEM

**DATE:** October 18, 2016

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

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

**PREPARED BY:** Sung Chi, Coordinator, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RYAN LEWIS TO PROVIDE EVALUATION OF EDUCATIONAL PROGRAMS RELATED TO STUDENT ACHIEVEMENT AND ENGAGEMENT**

Background: The evaluation of a newly implemented educational program and its effectiveness on student achievement and engagement is essential for a District to make an informed decision.

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

Funding: Cost not to exceed \$3,000 and is to be paid from the Technology and Media Services fund.

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

EF:SC:nm  
Attachment

## 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Ryan Lewis**, 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 an evaluation of educational programs related to student achievement and engagement, hereinafter referred to as “Services”.**

2. Term. Contractor shall commence providing services under this Agreement on **October 19, 2016** and will diligently perform as required and complete performance by **June 30, 2017**.

Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **at an hourly rate of \$100 per hour with a total fee not to exceed Three Thousand Dollars (\$3,000)**. 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.

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

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

5. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A**. Contractor’s Services will be performed, findings obtained,

reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
**Ryan Lewis**  
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 18<sup>TH</sup> DAY OF OCTOBER 2016.

FULLERTON SCHOOL DISTRICT

**Ryan Lewis, Contractor**

By:

By:

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

\_\_\_\_\_  
Ryan Lewis, Contractor

On File \_\_\_\_\_  
Taxpayer ID Number



***The Fullerton School District follows Board of Trustee guidelines in maintaining student privacy. In providing authorization to collect statistical data no pupil may be identified and data cannot be shared with other entities. BP5022, Ed Code 49074.***

**Privacy and Collection of District Data**

*Compliance with Law: I, Ryan Lewis, am familiar with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and equivalent State provisions, and agree that I will comply with such provisions and take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. In the event that any unauthorized acquisition or release of student education records occurs, I agree to advise the Fullerton School District promptly upon discovery of such unauthorized acquisition or release.*

*Storage and Process: I, Ryan Lewis, will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Rossana Fonseca, Coordinator, Educational Services  
**SUBJECT:** **APPROVE SCHOOL SMARTS PARENT ENGAGEMENT PROGRAM AGREEMENT FOR 2016/2017**

Background: School Smarts is the California PTA parent engagement program. It is a model for creating meaningful and diverse parent involvement. It brings parents from diverse backgrounds together in support of their common interest: helping their children and schools succeed. School Smarts exposes a wide range of parents to the big picture of how the education system works, and empowers them to maximize the success of their own children and schools. This award-winning, research-based program is proven to foster parent engagement in schools, support parents as their children's first teachers, develop future parent leaders, and encourage parents to advocate for a complete education that includes the arts. The program is a seven-session, two-hour per week course at Richman, Woodcrest, and Nicolas Junior High schools, and is designed to engage approximately 25-30 parents at each site.

Rationale: Local Control and Accountability Plan (LCAP) Goal 4 focuses on increased parent/community involvement. Both State and federal programs require districts to utilize funding to support parents in the involvement in their school community.

Funding: Cost not to exceed \$15,150 to be paid from District Title I federal funds.

Recommendation: Approve School Smarts Parent Engagement Program Agreement for 2016/2017.

EF:RF:nm  
Attachment

## School Smarts Parent Engagement Program Agreement

This Agreement is made this Nineteenth of October, 2016, and is by and between the California State PTA and Fullerton School District (“School District”).

### RECITALS

**WHEREAS**, the School District, its school site(s) and the California State PTA share the common purposes of increasing parent and family involvement; promoting inclusiveness; equipping parents to engage in their own child’s education and at their school in meaningful ways; and in developing and supporting parent leaders; and

**WHEREAS**, to advance these shared purposes, the School District and California State PTA desire to enter into an agreement to provide the School Smarts Parent Engagement Program (the “Program”) at one or more school site(s) within the School District; and

**WHEREAS**, the Program includes a seven-session Parent Academy based on a curriculum developed by California State PTA leaders, parents and educators and is rooted in the National Standards for Family-School Partnerships; and

**WHEREAS**, the California State PTA represents itself able and willing to perform the services required by the School District and school site(s) to deliver the Program.

**NOW, THEREFORE**, for and in consideration of the promises hereinafter contained, the parties agree as follows:

#### **1. TERM OF THE AGREEMENT**

The Agreement shall become effective beginning October 19, 2016 and shall terminate on June 30, 2017, or upon completion of all the services described in **Appendix A**, “**Description of Program Services**,” attached hereto and incorporated by reference as though fully set forth herein.

#### **2. EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective when both parties have signed this Agreement and have in their possession a signed copy of the Agreement.

#### **3. DESCRIPTION OF SERVICES**

California State PTA agrees to provide services to the School District as identified in **Appendix A**, “**Description of Program Services**.” The School District and participating school site(s) agree to participate in the Program by meeting the criteria as described in **Appendix B**, “**Description of Program Participation**,” attached hereto and incorporated by reference as though fully set forth herein.

**4. COMPENSATION**

The School District agrees to compensate California State PTA in the total amount of \$15,150, based upon the services described in Appendix A, and at the rate of \$5,050 per new PTA participating school site. Payment shall be made no later than 60 days after the effective date of this Agreement. California State PTA will invoice the School District.

The amount of \$15,150 represents the full amount that the School District will compensate California State PTA. School District will not compensate for any additional travel or other expenses associated with the performance or duties, with the exception of any expenses that are described in Appendix B, or are mutually agreed upon and that are authorized in advance and in writing by the School District.

**5. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the School District and California State PTA or its agents and employees.

**6. CRIMINAL BACKGROUND CHECKS**

The California State PTA hereby certifies to the School District that its employees, representative, agents, and volunteers who are associated with the Program (collectively referred to as “California State PTA Personnel”) will have no contact or limited contact with pupils of the School District. For purposes of this Agreement, “limited contact with pupils” exists when goods or services are delivered by California State PTA Personnel (a) directly to a non-classroom location at the school site(s); (b) before or after school hours; (c) when school is not in session, such as on a weekend, holiday, vacation break; and/or (d) only one to three times in a year and not pursuant to a yearly service contract.

The School District hereby finds and determines that the California State PTA and the California State PTA Personnel will have no contact or limited contact with the pupils of the School District and are thereby exempt from the fingerprinting and criminal background checks otherwise required by Education Code Section 45125.1. Education Code Section 45125.1(d) authorizes a school district to make such a determination when a vendor’s employees have no contact or limited contact with pupils. The School District further certifies to the California State PTA that it assumes sole responsibility for (a) ensuring that the employees, representatives, subcontractors, agents and volunteers that are hired by the School District to facilitate the Program (collectively referred to as “District Program Personnel”) are in compliance with all fingerprinting and criminal background checks required by Education Code Section 45125.1; and/or (b) making the determination that District Program Personnel are otherwise exempt from said fingerprinting and criminal background checks due to their lack of or limited amount of contact with pupils at the School District.

Initial: \_\_\_\_\_

**7. INDEMNIFICATION**

California State PTA agrees to indemnify, defend, and hold harmless School District and its governing board members, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the California State PTA and its directors and officers, or the California State PTA Personnel, in the performance of this Agreement, or in proportion to the comparative fault of California State PTA, its directors and officers, or the California State PTA Personnel. California State PTA's obligation to indemnify School District and its governing board members, officers, employees, and agents, is not limited to CAPTA's insurance coverage, but rather is unlimited and applies to all indemnified losses and damages incurred by School District and its governing board members, officers, employees and agents.

School District agrees to indemnify, defend, and hold harmless California State PTA and its directors and officers, and the California State PTA Personnel, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of School District or School District's governing board members, officers, employees, and agents, in the performance of this Agreement, or in proportion to the comparative fault of School District or School District's governing board members, officers, employees, and agents. School District's obligation to indemnify California State PTA and its directors and officers, and the California State PTA Personnel, is not limited to School District's insurance coverage, but rather is unlimited and applies to all indemnified losses and damages incurred by California State PTA and its directors and officers, and the California State PTA Personnel.

**8. INSURANCE**

Each party hereto shall maintain throughout the term of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement by such party. All such insurance shall be equivalent to the coverage offered by a commercial general liability policy and shall include, without implied limitation, personal injury and contractual liability coverage for the performance of the indemnity provisions set forth in this Agreement. The policies shall include endorsements naming the other party as additional insured. Each party shall, upon request, provide the other party with a certificate of insurance satisfactory to the requesting party, which shall include originals of the endorsements that name the other party as an additional insured. Each party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

**9. NON DISCLOSURE/PROPRIETARY INFORMATION**

The School District understands and agrees that, in its participation under this Agreement or in contemplation thereof, both parties may have access to private or confidential information that may be owned or controlled by the other party and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the other party. The School District

understands that California State PTA retains the sole ownership and copyright of all Program materials and curriculum, and that it may not be reproduced without the written permission of the California State PTA executive director. Both the School District and California State PTA understand and agree that the disclosure of such information may violate state and/or federal law and may subject the party to civil liability. Consequently, both parties agree that all information disclosed by the other party shall be held in confidence and used only in performance of the Agreement.

**10. TERMINATION**

It is expressly understood and agreed that, although this Agreement terminates on June 30, 2017, it may be terminated for any cause prior to such time by either party. In the event a party decides to terminate this Agreement, that party shall provide the other party with thirty (30) days prior written notice of said termination. In the event this Agreement is terminated by either party pursuant to this section, the School District shall compensate California State PTA for all services performed or sub-contracted for, up to the effective date of the termination.

**11. NOTICES TO THE PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered as follows:

For SCHOOL DISTRICT:	Robert Pletka, Ed.D. Superintendent Fullerton School District 1401 West Valencia Drive Fullerton, CA 92833 Telephone: (714) 447-7541 Email: <a href="mailto:susan_albano@fullertonsd.org">susan_albano@fullertonsd.org</a>
For California State PTA:	Lisa Borrego, School Smarts Director California State PTA 2327 L Street Sacramento, CA 95816 Telephone: (916) 440-1985, ext. 119 Email: <a href="mailto:lborrego@capta.org">lborrego@capta.org</a>

**12. WAIVER**

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**13. MODIFICATION OF AGREEMENT**

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of compensation, shall only be effective upon proper approval and execution of a duly authorized written amendment to this Agreement.

**14. REMEDY FOR AGREEMENT INTERPRETATION**

Should a question arise as to the meaning and intent of this Agreement, the School District and California State PTA shall attempt to resolve the matter in good faith prior to pursuing any other legal remedy.

**15. GOVERNING LAW**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

**16. SECTION HEADINGS**

The section headings contained herein are for convenience in reference.

**17. ENTIRE AGREEMENT**

The entire agreement between the parties is included herein and no warranties expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

**18. COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile signatures shall constitute original signatures.

19. **SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

*IN WITNESS WHEREOF*, the Parties hereto have respectively caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

California State PTA

Fullerton School District

  
By: Justine Fischer  
Title: President  
Date: 9/26/16

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## APPENDIX A

### **School Smarts Description of Program Services**

**October 19, 2016 – June 30, 2017**

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#### **PERFORMANCE BY CALIFORNIA STATE PTA**

During the term of this agreement, California State PTA and its employees and agents agree to exert all reasonable efforts to perform and/or provide the following for each site participating as part of the “Full-Service” package:

- An initial consultation by a California PTA School Smarts team member with school and/or district leaders to assess current family engagement goals and activities.
- A one-day facilitator training, sample lesson plans, facilitator handbook and additional web-based facilitator support and resources.
- A class set of 30 professionally developed and printed curriculum and materials available in multiple languages\*\*; additional curriculum are available for purchase for larger class sizes.
- Pre- and post-academy surveys and data to measure program effectiveness, report of outcomes and demonstrate progress towards LCAP objectives.
- Direct guidance and support from designated regional coordinator and state-level School Smarts team members/PTA leaders to assist sites, including forming a site Steering Committee and planning the Academy and graduation.
- Access to online resources, training videos and best practices for a successful program implementation.
- Customizable printed materials shipped to the school site to encourage participation in the campus-wide engagement event and promote the Parent Academy. (New Site Only)
- A \$400 Parent Engagement Night (PEN) stipend for initial parent engagement event expenses. (New Sites Only)
- Art kit that contains all art materials necessary to complete lesson-plan activities for 30 participants.
- Certificates for graduates and guidance/best practices for post-academy engagement.
- School Smarts banner for participating school site and recognition as a California PTA School Smarts school. (New Sites Only)
- Access to School Smarts support center team for technical assistance.
- Access for steering committee members, facilitators and site participants to the School Smarts network and recognition as a California PTA School Smarts school.

California State PTA will collaborate with the School District to deliver the School Smarts program at 3 site(s) which include: School Site 1, School Site 2 and School site 3 are to be determined at a total cost of \$15,150.

\*\*Currently available languages are English, Spanish, Chinese, Arabic, Tagalog and Vietnamese

\*\*\* If a non-PTA site charters a PTA within a year, \$1,000 will be refunded.

## **APPENDIX B**

### **School Smarts Description of Program Participation**

**October 19, 2016 – June 30, 2017**

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To achieve optimal results in the delivery of the School Smarts parent engagement program, collaboration is necessary among the school district, school site(s), California State PTA, and the unit, council and district PTAs.

Each of the groups listed above share the common purposes of increasing parent and family involvement; promoting inclusiveness; equipping parents to engage in their own children's education and at their school in meaningful ways; and developing and supporting parent leaders.

To advance these shared purposes, all of the parties above agree to work together in providing the School Smarts parent engagement program. The program involves a seven-session Parent Academy based on a curriculum developed by PTA leaders, parents and educators and rooted in the National Standards for Family-School Partnerships; it also features interactive arts lessons to help participants learn and to help foster a sense of community. The program may also include a campus-wide parent engagement event as well as post-Academy activities to promote ongoing parent involvement at the school.

The School District and its participating school site(s) agree to exert all reasonable efforts to provide the following:

- Assemble a site steering committee that includes but is not limited to the principal (or principal's representative), a teacher, parent group representative, ELAC representative (where applicable) and representatives from various parent communities at the school. This committee will coordinate planning for the campus-wide parent engagement event and the seven-session Parent Academy.
- Through the committee and/or other means, actively publicize the parent engagement event (if held) and the Parent Academy to encourage participation by a wide range of parents and family members at the school;
- At the engagement event and at each of the seven Parent Academy sessions, coordinate, provide for and ensure that each of the following is provided\*\*:
  - Light meals/snacks and beverages are provided for attendees;
  - Child care/babysitting;
  - Interpreter(s) and interpretation equipment as needed by the participants
  - Space on campus for event, academies and childcare

- Custodial service as needed
  - (Optional) Additional on-site school staff assigned to support logistics & planning
- Encourage participation in all pre- and post-academy evaluations or surveys that are conducted as part of the School Smarts program;
- Encourage recognition for graduates in the school and/or district newsletter, website and at a school board meeting; and

\*\* NOTE: Based on research, the above items are critical best practices to the success of the School Smarts program. California State PTA is available to provide guidance to PTAs, schools and districts about how they can best support the local costs and utilize resources in their community. **The expenses for these activities are the sole responsibility of the School District, school site and/or local PTAs, and not the California State PTA.**

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**SUBJECT:** REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION REPORT FOR FISCAL YEAR 2015/2016

Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report provides aggregate findings for the District regarding textbooks and instructional materials, facilities maintenance, and accuracy of information reported on School Accountability Report Cards (SARC). Pursuant to Education Code §1240(2)(H), a copy of the report is being shared with the Board.

Rationale: To meet legal mandates.

Funding: Not applicable.

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

MD:nm  
Attachment



September 19, 2016

Robert Pletka, Ed.D.  
Superintendent  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

Dear Dr. Pletka:

Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) to ensure compliance with Williams Settlement Legislation requirements.

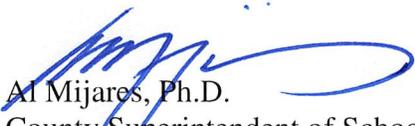
The enclosed report for fiscal year 2015-16 provides aggregate findings for the Fullerton School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

This data has been submitted in previous quarterly reports. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,

  
Al Mijares, Ph.D.  
County Superintendent of Schools

AM:ts

Enclosure

c: Susan Albano, Director, Educational Services

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050

(714) 966-4000

FAX (714) 432-1916

[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



**Orange County Department of Education  
Williams Settlement Legislation  
Annual Report for Fullerton School District  
2015-16**

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API).

**INSTRUCTIONAL MATERIALS**

The schools were evaluated to have sufficient textbooks and instructional materials.<sup>1</sup>

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 25, 2015		NONE				
Orangethorpe Elementary	August 21, 2015		NONE				
Pacific Drive Elementary	August 21, 2015		NONE				

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



**Orange County Department of Education  
Williams Settlement Legislation  
Annual Report for Fullerton School District  
2015-16**

**FACILITIES**

The schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Any deficiencies were reported to school administrators for remediation.<sup>2</sup>

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Commonwealth Elementary	September 10, 2015	Upper Grade Playground	Large climbing structure has bracket that is broken, several joints have welds that appear cracked and structure is bent and not level. Structure is closed pending repairs.	X	
Orangethorpe Elementary	September 10, 2015		NONE		
Pacific Drive Elementary	September 10, 2015		NONE		

<sup>2</sup>Districts are not required to report corrections to the Orange County Department of Education.



**Orange County Department of Education  
Williams Settlement Legislation  
Annual Report for Fullerton School District  
2015-16**

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC)**

The SARCs published in 2015-16 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

<b>School</b>	<b>SARC Review Date(s)</b>	<b>Instructional Materials Accurate</b>	<b>Instructional Material Discrepancies</b>	<b>Facility Conditions Accurate</b>	<b>Facility Condition Discrepancies</b>
Commonwealth Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Orangethorpe Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Pacific Drive Elementary	March 8, 2016	Yes	N/A	Yes	N/A



Orange County Department of Education  
Williams Settlement Legislation  
Annual Report for Fullerton School District  
2015-16

**TEACHER ASSIGNMENT MONITORING**

Teacher assignments were reviewed and found to be in compliance.

School	Teacher Misassignments <sup>3</sup>	English Language Learner Misassignments	Teacher Vacancies <sup>4</sup>	Teacher Vacancies Filled
Commonwealth Elementary	0	0	0	0
Orangethorpe Elementary	0	0	0	0
Pacific Drive Elementary	0	0	0	0

Respectfully submitted,

  
\_\_\_\_\_  
Nicole Savio Newfield  
Administrator, Community and Student Support Services

9/9/16  
\_\_\_\_\_  
Date

<sup>3</sup>The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

<sup>4</sup>A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2016 - SEPTEMBER 30, 2016)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

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

MD:nm  
 Attachment



Print Form

# 2016-17 Quarterly Report Williams Legislation Uniform Complaints

**District:** Fullerton School District

**District Contact:** Nina Mota

**Title:** Administrative Secretary

- Quarter #1 July 1 - September 30, 2016 **Report due by October 28, 2016**
- Quarter #2 October 1 - December 31, 2016 **Report due by January 27, 2017**
- Quarter #3 January 1 - March 31, 2017 **Report due by April 28, 2017**
- Quarter #4 April 1 - June 30, 2017 **Report due by July 28, 2017**

**Check the box that applies:**

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

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

Name of Superintendent: Robert Pletka, Ed.D.

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit to:**

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

Phone: (714) 966-4336; Email: tsavas@ocde.us; Fax: (714) 327-1371

CONSENT ITEM

**DATE:** October 18, 2016

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

**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services

**PREPARED BY:** Kathryn Ikola, Coordinator, Child Welfare and Attendance

**SUBJECT:** APPROVE/RATIFY AGREEMENT #43342 BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS (PBIS) TRAINING PER THE PBIS SERVICE PLAN EFFECTIVE AUGUST 1, 2016 THROUGH JUNE 30, 2017

Background: Improving student academic and behavior outcomes is about ensuring all students have access to the most effective and accurately implemented instructional and behavioral practices and interventions possible. Positive Behavioral Intervention and Supports (PBIS) provide an operational framework for achieving these outcomes. More importantly, PBIS is not a curriculum, intervention, or practice, but rather it is a decision-making framework that guides selection, integration, and implementation of the best evidence-based academic and behavioral practices for improving important academic and behavior outcomes for all students.

Rationale: Participating schools are delegated into different tier/cohort groups and will benefit from PBIS trainings. School teams are comprised of teachers, support staff, and site administrators who will participate in the trainings. The PBIS tiered behavior system compliments the Response to Intervention (RtI) pyramid and is part of the Multi-Tiered Systems of Support (MTSS) framework for FSD. The participating schools are as follows:

- |                             |                         |
|-----------------------------|-------------------------|
| <u>Sustainability Cadre</u> | <u>Tier 3 Cadre</u>     |
| Fern Drive Elementary       | Commonwealth Elementary |
| Fisler K-8 School           |                         |
| Golden Hill Elementary      | <u>Tier 2 Cadre</u>     |
| Hermosa Drive Elementary    | Beechwood K-8 School    |
| Ladera Vista JHS            |                         |
| Maple Elementary            | <u>Tier 1 Cadre</u>     |
| Orangethorpe Elementary     | Acacia Elementary       |
| Pacific Drive Elementary    | Laguna Road Elementary  |
| Parks JHS                   | Nicolas JHS             |
| Raymond Elementary          |                         |
| Richman Elementary          |                         |
| Rolling Hills Elementary    |                         |
| Sunset Lane Elementary      |                         |
| Valencia Park Elementary    |                         |
| Woodcrest Elementary        |                         |

Funding: The cost is not to exceed \$13,250 and is to be paid from the Unrestricted General Fund (01).

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

2 FULLERTON SCHOOL DISTRICT  
3 INCOME AGREEMENT

4 This AGREEMENT is hereby entered into this 1<sup>st</sup> day of August,  
5 2016, by and between the Orange County Superintendent of Schools,  
6 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred  
7 to as SUPERINTENDENT, and Fullerton School District, 1401 West  
8 Valencia, Fullerton, California 92833, hereinafter referred to as  
9 DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred  
10 to as the Parties.

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

17 WHEREAS, DISTRICT is in need of such special services and  
18 advice; and

19 WHEREAS, SUPERINTENDENT is specially trained and experienced  
20 and competent to perform the special services required by the  
21 DISTRICT, and such services are needed on a limited basis;

22 NOW, THEREFORE, the Parties hereby agree as follows:

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an  
24 independent contractor to perform the following described services  
25 and SUPERINTENDENT hereby agrees to perform said services upon the  
terms and conditions hereinafter set forth. Specifically,  
SUPERINTENDENT shall provide the following services:

1 1.1 Provide authorized trainers of PBIS (Positive Behavior  
2 Interventions & Supports) to conduct Leadership team  
3 training series as described in Exhibit "A", "PBIS/ MTSS  
4 Sustainability Proposal", which is attached hereto and  
5 incorporated by reference herein.

6 2.0 TERM. SUPERINTENDENT shall commence providing services under  
7 this AGREEMENT on August 1, 2016 and will diligently perform as  
8 required and complete performance by June 30, 2017, subject to  
9 termination set forth in this AGREEMENT.

10 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services  
11 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a  
12 total sum not to exceed Thirteen thousand two hundred fifty dollars  
13 (\$13,250.00). DISTRICT'S payment to SUPERINTENDENT shall be made  
14 upon receipt of an itemized invoice from SUPERINTENDENT. Payment  
15 shall be mailed to: Orange County Superintendent of Schools, Attn:  
16 Accounting Manager, 200 Kalmus Drive, Costa Mesa, California 92626-  
17 9050, or at such other place as SUPERINTENDENT may designate in  
18 writing.

19 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for  
20 any costs or expenses paid or incurred by SUPERINTENDENT in  
21 performing services for DISTRICT, except as follows: N/A.

22 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own  
23 expense, all labor, materials, equipment, supplies and other items  
24 necessary to complete the services to be provided pursuant to this  
25 AGREEMENT, except as follows: N/A.

1 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
2 this AGREEMENT, shall be and act as an independent contractor.  
3 SUPERINTENDENT understands and agrees that he/she and all of his/her  
4 employees shall not be considered officers, employees or agents of  
5 the DISTRICT, and are not entitled to benefits of any kind or nature  
6 normally provided employees of the DISTRICT and/or to which  
7 DISTRICT'S employees are normally entitled, including, but not  
8 limited to, State Unemployment Compensation or Workers'  
9 Compensation. SUPERINTENDENT assumes the full responsibility for the  
10 acts and/or omissions of his/her employees or agents as they relate  
11 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
12 shall assume full responsibility for payment of all federal, state  
13 and local taxes or contributions, including unemployment insurance,  
14 social security and income taxes with respect to SUPERINTENDENT'S  
15 employees.

16 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees  
17 that all matters produced under this AGREEMENT shall become the  
18 property of SUPERINTENDENT and cannot be used without  
19 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall  
20 have all right, title and interest in said matters, including the  
21 right to secure and maintain the copyright, trademark and/or patent  
22 of said matter in the name of the SUPERINTENDENT.

23 8.0 HOLD HARMLESS.

24 A. SUPERINTENDENT agrees to and does hereby indemnify,  
25 defend, and hold harmless DISTRICT, its Governing Board, officers,  
agents and employees from liability and claims of liability for

1 bodily injury, personal injury, sickness, disease, or death of any  
2 person or persons, or damage to any property, real personal, tangible  
3 or intangible, arising out of the negligent acts or omissions of  
4 employees, agents or officers of SUPERINTENDENT or the Orange County  
5 Board of education during the period of this AGREEMENT.

6 B. DISTRICT agrees to and does hereby indemnify, defend,  
7 and hold harmless SUPERINTENDENT, the Orange County Board of  
8 Education, and its officers, agents and employees from liability and  
9 claims of liability for bodily injury, personal injury, sickness,  
10 disease, or death of any person or persons, or damage to any  
11 property, real personal, tangible or intangible, arising out of the  
12 negligent acts or omissions of its Governing Board, employees, agents  
13 or officers of DISTRICT during the period of this AGREEMENT.

14 9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this  
15 AGREEMENT shall not be assigned by SUPERINTENDENT without prior  
16 written approval of DISTRICT.

17 10.0 TOBACCO USE POLICY. In the interest of public health, the  
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
19 use of any tobacco products are prohibited in buildings and  
20 vehicles, and on any property owned, leased or contracted for by the  
21 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
22 abide with conditions of this policy could result in the termination  
23 of this AGREEMENT.

24 11.0 TERMINATION. Either party may terminate this AGREEMENT with or  
25 without reason with the giving of thirty (30) days written notice to  
the other party. DISTRICT shall compensate SUPERINTENDENT only for

1 services satisfactorily rendered to the date of termination. Written  
2 notice by DISTRICT shall be sufficient to stop further performance of  
3 services by SUPERINTENDENT. Notice shall be deemed given when  
4 received by the SUPERINTENDENT or DISTRICT or no later than three (3)  
5 days after the day of mailing, whichever is sooner.

6 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
7 they will not engage in unlawful discrimination in employment of  
8 persons because of race, color, religious creed, national origin,  
9 ancestry, physical handicap, medical condition, marital status, or  
10 sex of such persons.

11 13.0 NOTICE. All notices or demands to be given under this  
12 AGREEMENT by either party to the other shall be in writing and given  
13 either by: (a) personal service or (b) by U.S. Mail, mailed either  
14 by registered or certified mail, return receipt requested, with  
15 postage prepaid. Service shall be considered given when received if  
16 personally served or if mailed on the third day after deposit in any  
17 U.S. Post Office. The address to which notices or demands may be  
18 given by either party may be changed by written notice given in  
19 accordance with the notice provisions of this section. As of the  
20 date of this AGREEMENT, the addresses of the parties are as follows:

21 DISTRICT: Fullerton School District  
22 1401 West Valencia Drive  
23 Fullerton, California 92833  
24 Attn: \_\_\_\_\_

25 SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

1 14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
2 redress for violation of, or to insist upon, the strict performance  
3 of any term or condition of this AGREEMENT shall not be deemed a  
4 waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 15.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be  
9 invalid, void, or unenforceable, the remaining provisions will  
10 nevertheless continue in full force and effect, and shall not be  
11 affected, impaired or invalidated in any way.

12 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California with venue  
14 in Orange County, California.

15 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire agreement among the Parties to  
17 it and supersede any prior or contemporaneous understanding or  
18 agreement with respect to the services contemplated, and may be  
19 amended only by a written amendment executed by both Parties to the  
20 AGREEMENT.

21 ////

22 ////

23 ////

24 ////

25

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

2 DISTRICT: FULLERTON SCHOOL  
3 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

4 BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

5 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

6 TITLE: \_\_\_\_\_

TITLE: Administrator

7 DATE: \_\_\_\_\_

DATE: August 22, 2016

8  
9 FullertonSD-Income-PBIS-MTSS(42581)16  
ZIP 6

**Orange County Department of Education**  
**Positive Behavior Interventions and Supports (PBIS)**  
**PBIS/MTSS Sustainability Proposal**  
**Fullerton School District**

<b>FSD PBIS SUSTAINABILITY TRAINING PROPOSAL</b>			
<b>Training</b>	<b>Description</b>	<b>Schools</b>	<b>Budget</b>
<b>PBIS T1 Leadership Team Training</b>	<ul style="list-style-type: none"> <li>Three full day Leadership Team Trainings (Day 1, 2 and 3) for three school teams.</li> <li>Four Coaches' Trainings (one full day and three half days) for the school site principal and PBIS coach</li> </ul>	Nicolas Acacia Laguna Road	1 @ \$1,250* 2 @ \$2,500  Tot: \$6,250
<b>PBIS T2 Leadership Team Training</b>	<ul style="list-style-type: none"> <li>Two full day Leadership Team Trainings (Days 4 &amp; 5) for one school team</li> <li>Four (half day) Coaches' Trainings for the school site principal and PBIS coach</li> </ul>	Beechwood	1 @ \$2,250
<b>PBIS T3 Leadership Team Training</b>	<ul style="list-style-type: none"> <li>Two full day Leadership Team Trainings (Days 4 &amp; 5) for one school team</li> <li>Four (half day) Coaches' Trainings for the school site principal and PBIS coach</li> </ul>	Commonwealth	1 @ \$1,250*
	•	<b>Subtotal</b>	<b>\$9,750</b>
<b>OCDE PBIS Sustainability Series (7 Title One Schools= up to 28 participants)</b>	<ul style="list-style-type: none"> <li>Three one-half day* and one full day Sustainability Series Meetings and one full day Symposium               <ul style="list-style-type: none"> <li>Session #1: Building Capacity/Resource Partners (1/2 day)</li> <li>Session #2: Special Topics (Resilient Mindful Learner, Trauma Informed Interventions) (full day)</li> <li>Session #3: Full Day Sustainability Symposium (1/2 day)</li> <li>Session #4: Sustainability Showcase (1/2 day)</li> </ul> </li> </ul>	OCDE	7 Title One teams X \$500* = \$3,500*  Additional teams @ \$1,000 (team of four)
<b>Sustainability Symposium (2/21/17)</b>	<ul style="list-style-type: none"> <li>Additional schools/individuals may participate in full day Symposium on 2/21/2017 @ \$100pp</li> </ul>	OCDE	TBD
<b>Consultation and Technical Assistance</b>	<ul style="list-style-type: none"> <li>Facilitation of PBIS Assessments (SWIS) and Progress Monitoring Tools (e.g., Team Implementation Checklist, Tiered Fidelity Inventory) for all district schools</li> <li>Planning/Consultation</li> </ul>	On-going	Included w/ Sustainability Series
<b>Total</b>	Including Sustainability Series/Full Day Symposium(up to 28 participants from seven Title One Schools); Facilitation of Assessments, Progress Monitoring, and District consult)		<b>\$13,250 (7 Title 1 schools)/\$10,750 (1 District team)</b>

\*Reduced by 50% due to St. Jude's funding for PBIS.

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**PREPARED BY:** Kathryn Ikola, Coordinator, Child Welfare and Attendance  
**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LINDA FREDRICKSON FOR FACILITATION OF TRUANCY INTERVENTION GROUPS EFFECTIVE OCTOBER 21, 2016 THROUGH MAY 31, 2017**

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

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

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

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

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

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

MD:KI:mc  
Attachment

## 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Linda Fredrickson** hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall **facilitate two sessions of Truancy Intervention Groups at Ladera Vista Junior High School, Nicolas Junior High School, and Parks Junior High School respectively. Session 1 will run from October-November with follow-up in December and January; Session 2 will run February-March with follow-up in April and May. Each junior high will have students participating in each session with no more than ten (10) participants per Truancy Intervention Group.**

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

2. Term. Contractor shall commence providing Services under this Agreement on **October 21, 2016** and will diligently perform as required and complete performance by **May 31, 2017**.

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

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

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

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

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

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

provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000

- (4) General Aggregate (Not Applicable to the Comprehensive Form) \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement is entered into this **TWENTY-FIRST** day of **OCTOBER 2016**.

FULLERTON SCHOOL DISTRICT

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

By:

By:

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

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

**On File – Taxpayer ID Number**

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE SPEECH LANGUAGE PATHOLOGY ASSISTANT FIELD EXPERIENCE INTERNSHIP AGREEMENT WITH BIOLA UNIVERSITY EFFECTIVE JANUARY 20, 2017 THROUGH JANUARY 19, 2018

Background: Biola University, a long-time community partner with Fullerton School District, shares a mutual goal of educating highly qualified teacher candidates. The District has accepted numerous student teacher placements in multiple fields of education.

Biola University also offers a certificate program for individuals who wish to pursue a career as a Speech Language Pathology Assistant (SLPA). University administrators wish to partner with Fullerton School District by placing SLPA candidates with District speech pathologists to give SLPA students practical field experience. No compensation will be provided for accepted placements.

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

MD:nm  
Attachment

## **SPEECH LANGUAGE PATHOLOGY ASSISTANT FIELD EXPERIENCE INTERNSHIP AGREEMENT**

This Agreement, made and entered into on date by and between FULLERTON SCHOOL DISTRICT (hereinafter referred to as the "FACILITY") and BIOLA UNIVERSITY, INC. (hereinafter referred to as "UNIVERSITY").

### **RECITALS**

A. FACILITY is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. The UNIVERSITY operates a clinical fieldwork certificate in the field of speech-language pathology and audiology. This certificate is recognized by the Speech-Language Pathology and Hearing Aid Dispensers Board of the State of California. Candidates completing the required field work experience are eligible to apply for state licensure as a speech language pathology assistant.

C. The purpose of this Agreement is to provide the training required for students of the UNIVERSITY enrolled in the certificate program to be eligible to apply for the Speech-Language Pathology Assistant (SLPA) Fieldwork Experience Certificate. The parties will mutually benefit by making a clinical training program available to UNIVERSITY students at Clinical Site of the FACILITY.

### **AGREEMENT**

1. **TERM:** The term of this Agreement shall commence as of January 20, 2017, and shall continue until January 19, 2018, unless extended in writing by mutual consent of the parties. However, students shall be permitted to complete all internships that began prior to the ending date, and with respect to such internships, all terms and conditions of this Agreement shall apply until the last such internship is completed.

#### **2. STATUS AND RESPONSIBILITY OF PARTIES:**

2.1. It is expressly agreed and understood by the parties that the students of UNIVERSITY participating in clinical training experiences are in attendance for educational purposes only and that such students and any employees or agents of the FACILITY are not considered employees of the UNIVERSITY and shall not receive compensation for services, unemployment or employee benefit programs. Further, such students and any employees or agents of the UNIVERSITY shall not be considered employees of FACILITY for purposes of payment of compensation for services, worker's compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose except that to the extent that the activities performed hereunder are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), any such student shall be deemed a member of the FACILITY's workforce at all times while performing training duties and activities.

2.2. No compensation or other payment of any kind will be made to any party under this Agreement.

### 3. UNIVERSITY RESPONSIBILITIES:

3.1. Designate internship candidates who are enrolled in the undergraduate Communication Sciences and Disorders program of the UNIVERSITY to be assigned for the SLPA Field Experience at the FACILITY.

3.2. UNIVERSITY shall be responsible for maintaining academic records of the student candidates.

3.3. UNIVERSITY shall assign members of the department's faculty or to provide professional mentoring and advice to the on site supervisor provided by the FACILITY through the term of this Agreement in order to assist in the education of the student.

### 4. FACILITY RESPONSIBILITIES:

4.1. FACILITY will provide a speech-language pathologist ("Clinical Supervisor") who holds an American Speech and Hearing Association (ASHA) Certificate of Competence and a California Speech-Language Pathologist license to supervise student field experience.

4.2. FACILITY shall maintain complete records and reports on student's performance and provide an evaluation to UNIVERSITY on forms the UNIVERSITY shall provide.

4.3. As trainees, students shall be considered members of FACILITY'S "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to FACILITY'S policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, FACILITY shall provide students with substantially the same training that it provides to its regular employees.

4.4. FACILITY shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical experience. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

4.4.1. Allocation of sufficient time to directly observe a *minimum* of fifty (50) percent of treatment sessions of a client or groups of clients by the student during the supervised practicum. ASHA stipulates that supervisors must provide supervision that is appropriate for the level of the supervisee.

4.4.2. Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion regularly during the course of supervision.

4.5. FACILITY agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify UNIVERSITY of

the existence and outcome of any complaint of harassment by, against, or involving any participating student.

## 5. INSURANCE

5.1. UNIVERSITY and FACILITY shall procure and maintain in force during the term of this Agreement, each at its cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) general aggregate. Professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million (\$3,000,000) in the aggregate shall be maintained if internship assignment involves the delivery of professional services. Each party shall also maintain workers' compensation and disability coverage for its employees as required by State of California law and FACILITY shall provide workers' compensation coverage for students during their SLPA Clinical Experience Internship. In addition, if FACILITY requires student to travel as a part of the student's internship assignment, then the FACILITY shall maintain business automobile liability insurance for owned, scheduled, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or a qualified program of self-insurance. Each party shall provide the other with evidence of all insurance or self-insurance coverage required by this paragraph. UNIVERSITY and FACILITY each shall name the other party as additional insureds under any commercial general liability coverage. Each party shall promptly notify the other of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 6. INDEMNIFICATION.

6.1. UNIVERSITY agrees to indemnify, defend and hold harmless FACILITY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from UNIVERSITY's negligence in proportion to the UNIVERSITY's comparative fault relating to this Agreement.

6.2. FACILITY agrees to indemnify, defend, and hold harmless the UNIVERSITY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from FACILITY's negligence in proportion to the FACILITY's comparative fault relating to this Agreement.

## 7. GENERAL TERMS

7.1. The "SLPA Clinical Experience Internship" as used herein and elsewhere in the Agreement means active participation in the daily provision of speech and language intervention services. The participating Speech Language Pathologists providing direct supervision to the student must hold an ASHA granted Certificate of Clinical Competence *and* a California Speech-Language Pathologist License.

7.2. The FACILITY may, at its sole discretion, refuse to accept for SLPA Internship any student candidate of UNIVERSITY, and upon the request of the FACILITY, UNIVERSITY shall terminate the assignment of any student candidate of UNIVERSITY in the FACILITY.

7.3. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

7.4. It is understood and agreed that the parties herein may revise, amend, or modify this Agreement by a signed, written statement by both of the parties hereto.

7.5. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## 8. STATEMENT REGARDING FINGERPRINT CLEARANCE

8.1 That in accordance with California Penal Code section 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the Facility with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and received by the Facility. Subsequent arrest records received by the Facility will be cause for a Facility review of continued student suitability. The Facility will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

BIOLA UNIVERSITY, INC.

BY \_\_\_\_\_

Date\_\_\_\_\_

Title \_\_\_\_\_

FULLERTON SCHOOL DISTRICT (FACILITY)  
1401 W Valencia Dr  
Fullerton, CA 92833

By\_\_\_\_\_

Date\_\_\_\_\_

Title\_\_\_\_\_

CONSENT ITEM

**DATE:** October 18, 2016

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

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

**SUBJECT:** **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND THE GARY CENTER TO PROVIDE BEHAVIORIAL HEALTH SERVICES TO STUDENTS AT RICHMAN AND ORANGETHORPE SCHOOLS EFFECTIVE NOVEMBER 1, 2016 THROUGH JUNE 30, 2017**

Background: The Gary Center is a community non-profit agency which serves more than five thousand individuals annually through 20 programs and services. The Gary Center's primary emphasis is on child well-being and educating and supporting the entire family and provide behaviorial health services to students by Master of Social Work (MSW), Marriage Family Therapist (MFT) licensed, registered or graduate-level clinicians.

Rationale: The Gary Center provides a service for our students who may be experiencing crisis situations outside of school and require short term support. This short term therapy can be a very powerful tool for students who are coping with life challenges. The skills and strategies that students learn working with a therapist can help them overcome and cope with situations that might otherwise overwhelm them.

Funding: Services are to be delivered to students at no charge to the District.

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

EF:nm  
Attachment

# MEMORANDUM OF UNDERSTANDING

## The Gary Center and Fullerton School District

This Memorandum of Understanding (“MOU”) is entered into between The Gary Center (“Provider”) and the Fullerton School District (“District”) to memorialize the terms under which Provider will deliver services to District students at schools or other facilities within the District.

1. **Term.** This MOU is effective for a one-year period beginning 11/01/16 and may automatically renew for an additional one-year period on each successive 11/01 unless a party notifies the other party in writing before April 1 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
  - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise experienced or trained to provide such Services to public school students in the state of California.
  - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses if applicable.
  - c. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law. These requirements will be provided to Provider in writing by District upon request.
  - d. Provider shall ensure that all employees or contractors who will have contact with Students have been cleared through a background check process or submitted to a volunteer clearance through District and follow volunteer protocols and procedures accordingly.
  - e. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.
4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students’ parents or guardians to complete as necessary to authorize the provision of Services.
5. **District’s Obligations.** The District will facilitate delivery of the Services by:
  - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the services.
  - b. Distributing Provider’s printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times. Students’ parents or guardians will be

instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.

c. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.

d. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.

e. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.

6. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.

7. **Payment.** The Services are to be delivered to Students at no charge to the District other than incidental administrative costs associated with the District's obligations under this MOU. The District will not pay Provider for its Services. Provider will not charge students or families for services rendered under the obligations of this MOU.

8. **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.

9. **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.

10. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.

11. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.

12. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

13. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.

14. **Nondiscrimination.** Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.

15. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.

16. **Entire Agreement.** Inclusive of Scope of Work, this MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

<b>Scope of Work</b>	
<b>Responsible Partner</b>	<b>Description of Services</b>
<p><i>Pamela Austin, Executive Director</i>  <i>Cinthya Islas, Director of Behavioral Health</i>  <i>Edgar Villa, Clinical Supervisor</i></p> <p><i>The Gary Center</i></p>	<ul style="list-style-type: none"> <li>· Provide behavioral health services to the students at Richman and Orangethorpe school sites a by an MSW, MFT licensed, registered or graduate-level clinicians.</li> <li>· As needed, The Gary Center can deliver workshops and presentations focusing on mental health and psycho-education.</li> <li>· Evaluate clients through pre and post assessments for client outcome measures.</li> <li>· Will ensure that all employees working at school sites during school hours and activities occurring on school days receive appropriate clearances. The Gary Center will also conduct a medical clearance, TB test and Department of</li> </ul>

	<p>Justice (DOJ) clearance by all employees and volunteers.</p> <ul style="list-style-type: none"> <li>· Guest speakers will not require screening and will never be outside of the presence of The Gary Center staff member.</li> <li>· Will ensure the space provided by the District for delivery of services is left in the condition in which it was found following each activity.</li> <li>· Shall provide agreed upon services as stated in this scope of work free of charge for participating parents and students.</li> </ul>
	<ul style="list-style-type: none"> <li>· Fullerton School "District" will provide liaison between targeted school sites and The Gary Center to facilitate communication and implementation.</li> <li>· Shall collaborate with The Gary Center to schedule dates, location for workshops and intervention.</li> <li>· Shall provide space in an appropriate private and secure setting for programming.</li> <li>· Shall collaborate with The Gary Center to ensure parental consents and confidentiality regulations are provided by guardians prior to the start of treatment of students.</li> </ul>

**PROVIDER:**

The Gary Center of Orange County  
341 Hillcrest Avenue  
La Habra, CA 90706

By: \_\_\_\_\_  
*Pamela Austin, MSW*  
*Executive Director*

Dated: \_\_\_\_\_

**DISTRICT:**

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

By: \_\_\_\_\_  
*Robert Pletka, Ed.D.*  
*Superintendent*

Dated: \_\_\_\_\_

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D, Superintendent  
**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DR. SAUL RUBINSTEIN ON OCTOBER 21, 2016.**

Background: Fullerton School District in collaboration with FETA, CSEA, and FESMA host a Partnership with Administration and Labor (PAL) Retreat on a yearly basis. This partnership is utilized between administration and unions.

Dr. Saul Rubinstein will be conducting a keynote at the PAL Retreat on October 21, 2016. The keynote will focus on the impact of professional team collaboration and its impact on student achievement. In addition, Dr. Rubinstein will conduct an afternoon workshop at the PAL Retreat.

Rationale: It is important to continue collaboration through the PAL process. Dr. Rubinstein's experience and services are an integral part of the agenda for the PAL Retreat.

Funding: Honorarium of \$2000 plus travel expenses with cost not to exceed \$3000 to be paid with Unrestricted General Funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Dr. Saul Rubinstein on October 21, 2016.

RP:cs  
Attachment

## 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Dr. Saul Rubinstein hereinafter referred to as "Contractor."  
Name of Independent 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 Keynote that will focus on the impact of professional team collaboration and its impact on student achievement. Contractor will do a workshop in on collaboration skills (hereinafter referred to as "Services"). Services shall be provided by Dr. Saul Rubinstein.
2. Term. Contractor shall commence providing Services under this Agreement on October 19, 2016, and will diligently perform as required and complete performance by October 21, 2016.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed three thousand Dollars (\$3,000.00). District shall pay Contractor according to the following terms and conditions:

Contractor to provide detailed invoice delineating services and billable hours.

Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: one-way airline travel-included in the cost not to exceed \$3000.00. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of

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

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of

creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) 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 three (3) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

8. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. 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.

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

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

Contractor:  
**Dr. Saul Rubinstein**  
**Address on file**

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

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

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

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

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

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

This Agreement is entered into this 18th day of October, 2016.

FULLERTON SCHOOL DISTRICT

Dr. Saul Rubinstein  
(Contractor Name)

By: \_\_\_\_\_  
**Robert Pletka, Superintendent**

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

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

CONSENT ITEM

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its special meeting on September 19, 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: 09/19/2016  
PRESENTED TO THE BOARD OF TRUSTEES: 10/18/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Carla	Salcido	Instr. Asst./BB/sub	Change classification from IA/Reg.	08/18/16	99		100	B14/1
Douglas	Druckenmiller	Instr. Asst./SE/sub	Change salary range from B11/1	08/18/16	99		121	B14/1
Laura	Gonzalez	CELDT Assess. Asst.	Extra summer work to 8/4/16	08/02/16	22	8.00	507	B20/6
Janet	Diaz	Health Assistant/BB	Hire probationary status	09/12/16	24	3.75	402	B18/1
Jean	Escobar	Instr. Asst./Rec.	Hire probationary status	09/12/16	60	19.5/wk	85	B11/1
Jesus	Lopez	Instr. Asst./Rec.	Hire probationary status	09/07/16	30	3.75/wk	100	B11/1
Jesus	Lopez	Instr. Asst./Rec.	Hire probationary status	09/20/16	12	14.5/wk	100	B11/1
Mikayla	Martinez-Bonafede	Instr. Asst./Rec.	Hire probationary status	09/19/16	60	19.5/wk	85	B11/1
Deyana	McKoy	Instr. Asst./Rec.	Hire probationary status	09/19/16	60	19.5/wk	329	B11/1
Ryan	Nilsen	Instr. Asst./Rec.	Hire probationary status	09/12/16	60	18.0/wk	329	B11/1
Kate	Wilson	Instr. Asst./Rec.	Hire probationary status	09/19/16	60	19.5/wk	85	B11/1
Kevin	Guerrero	Custodian I/sub	Hire substitute status	09/07/16	53		542	B17/1
Christopher	Mansfield	Custodian I/sub	Hire substitute status	09/13/16	53		542	B17/1
Oscar	Morones Ramirez	Custodian I/sub	Hire substitute status	09/08/16	53		542	B17/1
Ola	Guirguis	Food Service Asst. I/sub	Hire substitute status	09/14/16	90		606	B08/1
Rosa	Ponce	Food Service Asst. I/sub	Hire substitute status	09/14/16	90		606	B08/1
Nicole	Mann	Instr. Asst./SE/sub	Hire substitute status	09/14/16	99		121	B14/1
Brittany	Milsap	Instr. Asst./SE/sub	Hire substitute status	09/12/16	99		121	B14/1
Melissa	Betrue	Playground Sup./sub	Hire substitute status	09/15/16	24		100	B11/1
Diana	Encinas Gutierrez	Playground Sup./sub	Hire substitute status	09/06/16	20		100	B11/1
Elizabeth	Perez	Playground Sup./sub	Hire substitute status	09/07/16	20		100	B11/1
Sabrina	Villarreal	Playground Sup./sub	Hire substitute status	09/07/16	20		100	B11/1
Maria	Fernandez Elvira	Clerical Asst. II/BB	Increase hours from 30.0/wk.	09/08/16	51	40.0/wk	510	B20/6
Yasmin	Duque	Technical Support Spec. I	Promotion from CAII/BB	09/01/16	57	8.00	409	B26/4
Robert	Mastrodonato	Instr. Tech. Support Sup.	Promotion from Comp. Repair Coord.	09/01/16	59	8.00	409	M07/3
Sally	Jimenez	Instr. Asst./Rec.	Resignation on probation	09/09/16	60	19.75/wk	329	B11/1
Summer	Dabbs	Instr. Asst./SE II B	Resignation-hire sub status	09/19/16	15	6.00	242	B14/3
Teresa	Ramirez	Bus Driver/sub	Separation-no longer available	09/16/16	56		565	B21/1
Kayla	Boudreau	Instr. Asst./Rec./sub	Separation-no longer available	08/08/16	60		100	B11/1
Carol	Miller	Instr. Asst./SE/sub	Separation-no longer available	09/01/16	99		121	B14/6
Victoria	Elmquist	Mental Health Therp. Intern	Separation-no longer available	05/27/16	54	12.00/wk	504	\$18.00
Michelle	Balisi	Personnel Analyst/sub	Separation-no longer available	09/01/16	58		522	M09/1
Denise	Mercado	Playground Sup./sub	Separation-no longer available	08/08/16	15		100	B11/1
Rosalie	Urieta	Playground Sup./sub	Separation-no longer available	08/08/16	15		100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 09/19/2016  
PRESENTED TO THE BOARD OF TRUSTEES: 10/18/2016

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Carol	Kerns	Clerical Asst. II	Service retirement	10/04/16	53	8.00	533/547	B19/6
Louis	Auringer	Plumber	Service retirement	12/31/16	53	8.00	533	B32/6
Juan	Fonseca	Social Service Asst.	Temporary additional hours	05/30/16	60	8.00	310	B17/6
Stephany	Avilez	Social Service Asst.	Temporary additional hours to 8/5/16	08/01/16	21		212	B17/4
Carol	Hasrouni	Instr. Asst./SE I	Temporary additional hours to 9/30/16	08/26/16	25	2.50	122	B14/4
Brenda	Espinosa	Instr. Asst./SE I	Temporary additional hours to 9/5/16	08/08/16	21	2.50	122	B14/5
Leyla	Bati	Playground Sup./sub	Transfer from Laguna Rd.	09/09/16	24		100	B11/1
Employee	ID 6336	Health Assistant	Unpaid leave of absence -10 days	08/18/16	18	3.75	100	B11/1
Maria	Rivera	Food Service Asst. I	Voluntary reduction of hours from 5/wk.	08/23/16	22	3.0/wk	606	B08/6

ADMINISTRATIVE REPORT

**DATE:** October 18, 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:** FULLERTON SCHOOL DISTRICT 2015/2016 CAASPP RESULTS

Background: Each year the California Department of Education coordinates standards-based testing, California Assessment of Student Performance and Progress (CAASPP) for students throughout the State. Results are released to the public early fall.

Rationale: Educational Services staff will present a review of the Fullerton School District 2015/2016 CAASPP summary results in English language arts and mathematics. This review will include an overall summary of student achievement Districtwide as well as a report of the achievement levels of significant subgroups.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SC:nm

ADMINISTRATIVE REPORT

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Sue Albano, Director, Educational Services  
**SUBJECT:** FIRST READING OF REVISED BOARD POLICY

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policy needs to be revised to reflect current laws and practice:

Revised:  
Instruction  
BP 6174, Education for English Learners

The purpose of this Administrative Report will be to afford Board members the opportunity to review this board policy, ask questions, receive clarification and propose revisions prior to approval of this policy at the November 15, 2016 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

EF:SA:nm  
Attachment

# Fullerton School District

## Board Policy Instruction

BP 6174

### Education for English Learners

Board Adopted: November 28, 2006

Board Revised: January 10, 2010

Board Revised:

#### Education for English Learners

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

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

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

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

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

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

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

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

~~To ensure that the District is using sound methods that effectively serve the needs of English learners, the Superintendent or designee shall annually examine program results, including reports of the~~

~~students' academic achievement and their progress towards proficiency in English, and the progress of students who have been reclassified as fluent English proficient. The Superintendent shall ensure that schools compile data on programs for English learners in order to help determine program effectiveness. The Superintendent or designee shall annually report these findings to the Fullerton School District Board of Trustees and shall also provide the Board of Trustees with regular reports from District or schoolwide English Learner Advisory Committees.~~

### **Identification and Assessment**

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

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

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

### **Type of Instruction   **Placement of English Learners****

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

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

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

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

1. **Scores of Early Advanced or Advanced overall level and in all subtests of English proficiency on the as measured by any of the state-designated assessments approved by the California Department of Education.**

2. ~~District English language arts multiple measure assessment scores in the “Proficient” or higher. **Teacher Evaluation of Curriculum Mastery on Classroom academic performance, which approximates that of a native English speaker.**~~
3. ~~California Standard Test (CST) scores in the mid Basic range or higher. **Score of mid “Standard Nearly Met” (varies by grade level) on CAASPP State Assessment Results - English Language Arts.**~~
4. **District Rubric score of 3 or higher on District writing Benchmark.**

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

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

### Parental Exception Waivers

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

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

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

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

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

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

### Program Evaluation

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

1. **Progress of English learners towards proficiency in English.**
2. **The number and percentage of English learners reclassified as fluent English proficient.**
3. **The number and percentage of English learners who are or are at risk of being**

classified as long-term English learners in accordance with Education Code 313.1.

4. The achievement of English learners on standards-based tests in core curricular areas.
5. Progress toward any other goals for English learners identified in the district's LCAP.
6. A comparison of current data with data from at least the previous year.

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

Legal Reference:

EDUCATION CODE

300-340 English language education

430-446 English Learner and Immigrant Pupil Federal Conformity Act

**33050 State Board of Education waiver authority**

~~33308.5 CDE guidelines not binding~~

**42238.02-42238.03 Local control funding formula**

~~44253.1-44253.11 Qualifications for teaching English learners~~

**44253.5-44253.10 Certification for bilingual-cross-cultural competence**

48985 Notices to parents in language other than English

~~51101 Rights of parents to information~~

~~51101.1 Rights for parents of English learners~~

**52052 Academic Performance Index; numerically significant student subgroups**

**52060-52077 Local control and accountability plan**

52130-52135 Impacted Languages Act of 1984

52160-52178 Bilingual Bicultural Act

~~52180-52186 Bilingual teacher training assistance program~~

**60200.7 Suspension of state instructional materials adoptions**

**60605.87 Supplemental instructional materials, English language development**

**60640 California Assessment of Student Performance and Progress**

60810-60812 Assessment of language development

~~62001-62005.5 Evaluation and sunseting of programs~~

62005.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

**853.5-853.7 Test administration; universal tools, designated supports, and accommodations**

~~4320 Determination of funding to support program to overcome the linguistic difficulties of English learners~~

11300-11316 English learner education

11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1701-1705 Equal Educational Opportunities Act

6312 Local education agency plans

6801-6871 Title III, Language instruction for limited English proficient and immigrant students

**7012 Parental notification**

## COURT DECISIONS

Valeria G. v. Wilson, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

~~Gastaneda v. Pickard, (5th Cir. 1981) 648 F.2d 989~~

## ATTORNEY GENERAL OPINIONS

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

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

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

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

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

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

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

## U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

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

## WEB SITES

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

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

(11/02 11/12) 4/15

ADMINISTRATIVE REPORT

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**PREPARED BY:** Kathryn Ikola, Coordinator, Child Welfare and Attendance  
**SUBJECT:** INTERDISTRICT TRANSFER REPORT

Background: Each year, families request interdistrict transfers from Fullerton School District to another school district for a variety of reasons. Tonight's report will focus upon the number of requests received for the current school year and reasons given for those requests. It will also compare the total requesting to leave the District vs. the total coming into the District.

Rationale: School districts are experiencing a decline in enrollment due to a decline in the school-age population. While Fullerton School District is experiencing a decline in student population, it accepts far more interdistrict transfers each year than those requesting to leave the District.

Funding: Not applicable.

Recommendation: Not applicable.

MD:KI:mc

ADMINISTRATIVE REPORT

**DATE:** October 18, 2016  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Interim Assistant Superintendent, Personnel Services  
**PREPARED BY:** Kathryn Ikola, Coordinator, Child Welfare and Attendance  
**SUBJECT:** FIRST READING OF REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policies need to be revised to reflect current laws and practice:

Revised:

Community Relations

BP 1312.3 Uniform Complaint Procedures

Personnel

BP 4030 Nondiscrimination in Employment

BP 4119.11, 4219.11, 4319.11 Sexual Harassment

Students

BP 5131 Conduct

BP 5131.2 Anti-Bullying

BP 5145.3 Nondiscrimination/Harassment

BP 5145.7 Sexual Harassment

BP 5145.9 Hate-Motivated Behavior

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification, and propose revisions prior to approval of these policies at the November 15, 2016, Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MD:KI:nm  
Attachments

# Fullerton School District

## Board Policy

### Uniform Complaint Procedures

BP 1312.3

#### Community Relations

**Board Adopted: August 19, 2009**

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

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

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

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

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

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

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

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

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

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

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

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

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

### Non-UCP Complaints

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

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

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

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

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

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

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

### ~~The Responsibilities of Fullerton School District~~

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

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

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

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

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

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

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

### **Filing a Complaint with the Fullerton School District**

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

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

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

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

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

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

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

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

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

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

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

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

Legal Reference:

#### EDUCATION CODE

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

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

#### GOVERNMENT CODE

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

#### PENAL CODE

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

#### CODE OF REGULATIONS, TITLE 5

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

#### UNITED STATES CODE, TITLE 20

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

#### UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

#### UNITED STATES CODE, TITLE 42

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

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

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

Management Resources:

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

Dear Colleague Letter: Title IX Coordinators, April 2015

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

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

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

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

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

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

WEB SITES

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

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

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

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

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

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

# **Fullerton School District**

## **Board Policy**

### **Nondiscrimination in Employment**

**BP 4030**

#### **Personnel**

**Board Adopted: November 29, 2005**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Other Remedies

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

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

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

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

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

#### Training and Notifications

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

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

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

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination

##### CIVIL CODE

51.7 Freedom from violence or intimidation

##### GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

##### PENAL CODE

422.56 Definitions, hate crimes

##### CODE OF REGULATIONS, TITLE 2

11019 Terms, conditions and privileges of employment

##### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

##### UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

##### UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

##### UNITED STATES CODE, TITLE 42

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

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

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

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

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

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

Management Resources:

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

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

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

WEB SITES

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

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

# Fullerton School District

## Board Policy

### Sexual Harassment

**BP 4119.11, 4219.11, 4319.11**

#### **Personnel**

**Board Adopted: November 29, 2005**

**Board Revised: November 16, 2010**

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

7288.0 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 42

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

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

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

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

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

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

CSBA Revisions

(3/04 7/05) 12/15

# Fullerton School District

## Board Policy

### Conduct

BP 5131

#### Students

**Board Adopted: June 10, 2005**

**Board Revised:**

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

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

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

Prohibited student conduct includes, but is not limited to:

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

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

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

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

#### Enforcement of Standards

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

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

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

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

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

Legal Reference:

#### EDUCATION CODE

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

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

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

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

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

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

Management Resources:

CSBA PUBLICATIONS

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

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

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEBSITES

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

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

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

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

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

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

CSBA Revisions

(11/08 3/10) 3/12

# Fullerton School District

## Board Policy

### Anti-Bullying

BP 5131.2

#### Students

Board Adopted: June 19, 2012

Board Revised:

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

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

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

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

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

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

#### Bullying Prevention

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

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

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

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

### **Intervention**

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

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

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

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

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

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

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

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

## **Investigation and Resolution of Complaints ~~Complaints and Investigation~~**

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

**If, during the investigation, it is determined that a complaint is about nondiscriminatory, resolved in accordance with law and the District's uniform complainant and shall take all necessary actions to resolve the complaint.**

~~Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site level grievance procedures specified in AR 5145.7 Sexual Harassment.~~

~~When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~

~~When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.~~

~~If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.~~

### **Discipline**

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination  
32282 Comprehensive safety plan  
32283.5 Bullying; online training  
35181 Governing board policy on responsibilities of students  
35291-35291.5 Rules  
48900-48925 Suspension or expulsion  
48985 Translation of notices  
52060-52077 Local control and accountability plan

#### PENAL CODE

422.55 Definition of hate crime  
647 Use of camera or other instrument to invade person's privacy; misdemeanor  
647.7 Use of camera or other instrument to invade person's privacy; punishment  
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5  
4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47  
254 Universal service discounts (e-rate)

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

CODE OF FEDERAL REGULATIONS, TITLE 34  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
110.25 Notification of nondiscrimination on basis of age

#### Management Resources:

#### CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children; Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

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

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

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

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

Dear Colleague Letter: Harassment and Bullying, October 2010

#### WEB SITES

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

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

Common Sense Media: <http://www.commonsensemedia.org>

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

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

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

#### CSBA Revisions

(4/13 10/14) 7/15

# **Fullerton School District**

## **Board Policy**

### **Nondiscrimination/Harassment**

**BP 5145.3**

#### **Students**

**Approved: June 10, 2005**

**Revised: July 24, 2012**

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any District school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a District school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the District's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory

harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

### **Record-Keeping**

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the District to monitor, address, and prevent repetitive prohibited behavior in District schools.

~~District programs and activities shall be free from discrimination, including harassment with respect to the actual or perceived ethnic group identification, religion, gender, gender identity, gender expression, sex, marital status, parental status, color, race, ancestry, national origin, and physical or mental disability, age, physical attributes or sexual orientation; the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~The Board of Trustees shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance, and supervision.~~

~~The schools shall provide male and female students with separate sex education classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

~~The Board prohibits unlawful discrimination, intimidation, harassment or bullying of any student by any employee, student or other person in the District. Staff shall be alert and immediately responsive to student conduct, which may interfere with another student's ability to participate in or benefit from school services, activities or privileges. In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)~~

~~Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.~~

~~The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.~~

~~The Superintendent or designee shall provide age appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including but not limited to, the District's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.~~

~~In providing instruction, guidance, supervision, or other services to District students, employees and volunteers shall carefully guard against segregating or stereotyping students.~~

~~The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.~~

~~Students who harass, intimidate, or bully other students shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. An employee who permits or engages in harassment, intimidation, or bullying may be subject to disciplinary action, up to and including dismissal.~~

~~The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the District's nondiscrimination policies:~~

~~Assistant Superintendent, Personnel Services  
1401 W. Valencia Drive  
Fullerton, CA 92833  
714-447-7450~~

~~Any student who feels that he/she is being harassed, intimidated, or bullied should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site level grievance procedures specified in AR 5145.7—Sexual Harassment.~~

~~Within 30 days of receiving the District's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.~~

~~The Superintendent or designee shall ensure that the student handbook clearly describes the District's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The District's policy shall also be posted on the District web site or any other location that is easily accessible to students.~~

~~When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.~~

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination  
48900.3 Suspension or expulsion for act of hate violence  
48900.4 Suspension or expulsion for threats or harassment  
48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination of basis of sex

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, 2010  
Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://firstamendment.org>

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

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

CSBA Revisions  
(2/14 10/14) 9/16

# Fullerton School District

## Board Policy

### Sexual Harassment

BP 5145.7

#### Students

Board Adopted: June 10, 2005

Board Revised:

The Board of Trustees is committed to maintaining a **safe school** ~~an educational~~ environment that is free from harassment **and discrimination**. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against **any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment**. ~~persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.~~

The District strongly encourages any student who feel that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or District compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

Complaints regarding sexual harassment shall be investigated and resolved in accordance with law and District procedures specified in AR 1312.3-Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

The Superintendent or designee shall take appropriate actions to reinforce the District's sexual harassment policy.

#### Instruction/Information

The Superintendent or designee shall ensure that all District students receive age-appropriate ~~instruction and~~ information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender **sex and could involve sexual violence**
2. A clear message that students do not have to endure sexual harassment **under any circumstance**
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. **A clear message that student safety is the District's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved**
5. **A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the**

- harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students**
6. Information about the **District's procedure for investigating complaints and the person(s)** to whom a report of sexual harassment should be made
  7. **Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable including the right to file a civil or criminal complaint while the District investigation of a sexual harassment complain continues**
  8. **A clear message, that, when needed, the District will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment**

#### Complaint Process and Disciplinary Actions

**Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and District procedures specified in AR 1312.3 – Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of that procedure.**

**Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.**

**Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.**

~~Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the Superintendent or designee.~~

~~Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the Superintendent or designee, whether or not the victim files a complaint.~~

~~In any case of sexual harassment involving the Superintendent or any other District employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the Superintendent or designee's immediate supervisor.~~

~~The Superintendent or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. It is most appropriate that the investigation be conducted by a person of the same sex as the alleged victim. Where the Superintendent or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The Superintendent or designee shall also advise the victim of any other remedies that may be available. The Superintendent or designee shall file a report and refer the matter to law enforcement authorities, where required.~~

#### Disciplinary Measures

~~Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 8, the disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.~~

#### Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the District to monitor, address and prevent repetitive harassing behavior in its schools.

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

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

##### CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

##### GOVERNMENT CODE

12950.1 Sexual harassment training

##### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education program

##### UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

##### UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

##### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

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

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

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

WEB SITES

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

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

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

CSBA Revisions

(3/12 10/14) 9/16

# Fullerton School District

## Board Policy

### Hate-Motivated Behavior

BP 5145.9

#### Students

Board Adopted: June 10, 2005

Board Revised:

The Board of Trustees affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade an individual on the basis of his/her **actual or perceived** race, ethnicity, culture, heritage, gender, **sex**, sexual orientation, physical/mental abilities, religious beliefs or practices shall not be tolerated.

**The Superintendent or designee shall collaborate with regional programs and community organizations that promote safe environments for youth. These efforts shall be focused on providing an efficient use of District and community resources.**

**The District shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multi-cultural society and to provide strategies to manage conflicts constructively.**

**The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.**

#### Grievance Procedures

Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the **Coordinator for Nondiscrimination/Principal** Superintendent or designee. **Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 – Sexual Harassment. A student who has been found to have determined hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.** ~~If the student believes that the situation has not been remedied by the Superintendent or designee, he/she may file a complaint in accordance with District complaint procedures.~~

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the **Coordinator/Principal**, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

**As necessary, the District shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.**

~~The District shall provide age-appropriate instruction to help promote understanding of and respect for human rights.~~

~~At the beginning of each school year, students and staff receive a copy of the District's policy on hate-motivated behavior.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination  
32282 School safety plans  
48900.3 Suspension for hate violence  
48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime  
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES  
California Student Safety and Violence Prevention – Laws and Regulations, April 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION  
OF ATTORNEY'S GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

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

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/crs>

CSBA Revisions

(6/99) 7/09

ADMINISTRATIVE REPORT

**DATE:** October 18, 2016  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., Superintendent  
**SUBJECT:** APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students in the 21st Century. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board of Trustees will review the Board Annual Goals and is being asked adopt the revised Board Annual Goals at the November 15, 2016 Board Meeting.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs  
Attachment



FULLERTON  
SCHOOL  
DISTRICT

Great Schools  
Successful Kids

## Fullerton School District Board of Trustees Annual Goals

1a. To maximize high levels of student achievement and high quality education for all students by implementing and monitoring research-based instructional models, educational technology, arts education, and California State Standards as measured by API scores.

1b. To maximize high levels of student engagement by utilizing research-based instructional strategies such as educational technology.

2. To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract and retain superior employees, while eliminating structural deficit spending in the Unrestricted General Fund.

3. To improve communication with community and staff as measured by survey data.

4. To increase District accountability for administrators, teachers and classified staff by creating systems that enhance student achievement, customer service, and communication as measured by improvements in State and District test scores and customer service ratings.

5. To improve the quality of the junior high education experience by increasing interest in attending our three junior high schools and improving student engagement (with special programs such as STEM and Educational Technology), as measured by student surveys, parent surveys and school of choice requests.

6. To ensure appropriate attention is placed on emergency preparedness activities to safeguard our students, staff and campus visitors. Emergency preparedness includes identifying and assessing risks, mitigation activities to prevent/lessen the chance of risks, planning for emergency events, and response/recovery.

### *Future Goals:*

7. To explore increasing the number of educational choices for Fullerton parents by exploring Specialty programs (e.g. STEM, Dual Immersion).

8. To explore new educational delivery systems that increase efficiencies and opportunities for student differentiation (e.g. distance learning).

*Adopted by the Board of Trustees- December 11, 2012*

*-Revised October 14, 2014*