

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 December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, October 15, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Dr. Chad Hammitt, Julienne Lee
(*Jeremy Davis was absent due to attending the Digital Promise Fall 2019 Meeting*).

Mark Jacobs (President, FETA) and Dottie Pendleton (Bargaining Chair, FETA), under comments, stated that teachers are the single most important factor in affecting positive outcomes for students. FETA values the work put together with the district by providing productive suggestions along with reasonable solutions that face the District and FETA. The general education and special education teachers are more involved then ever to provide the least restrictive environments, behavior strategies, and observation documentation. They thanked Executive Cabinet for the PAL process. FETA looks forward to working with the District to get a future bond passed. If the bond passes, FETA would like the District to consider all types of labor, union as well as non-union to do future district work and would recommend the passing of version B of the Resolution.

Recess to Closed Session – Agenda

At 5:36 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 – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

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

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:07 p.m. and Sophie Kim, Yena Oh, Aileen Park, and Danielle Kim (Laguna Road School students) led the pledge of allegiance. President Meyer reported that in closed session, the Board took action 5-0 to approve a settlement agreement with employee ID #1435.

Introductions/Recognitions:

FSD Dream Catchers celebrates students who act upon their passions, live out their dreams, and impact their community. FSD Dream Catchers were recognized and presented a certificate and framed Dream Catchers poster. The following students are 2019/2010 Dream Catchers: Memphis and Phoenix Nering (Orangethorpe School), Dulce Sanchez & Ruby Perez Ortega (Nicolas JHS), Melisse Pope (Pacific Drive School), Abigail Lemus (Woodcrest School), Kylisa Owens (Sunset Lane School), Desmond Fitzgerald (Beechwood School), and Joshua Kim (Robert C. Fisler School).

Alumni students from Parks JHS and Nicolas JHS were recognized for participating and placing in the Cybersecurity Got Talent competition. Students were presented cash awards.

Trang Lai (Director of Educational Services) recognized Golden Hill School, Fern Drive Elementary, Ladera Vista JHS of the Arts, Orangethorpe School, Parks JHS, Robert C. Fisler School, and Woodcrest School for being named America's Healthiest Schools. This honor is effective for three years. Janis Price (Project Specialist, OCDE) and Tracy Bryars (Director, St. Jude Wellness Center) assisted Mrs. Lai with the recognition.

Dr. Cindy Bak, Principal at Laguna Road School, presented an overview of Laguna Road School's many programs and activities. Students Sophie Kim, Yena Oh, Aileen Park and Danielle Kim from the Laguna Road Choir performed a song.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Evelyn Garcia, Lisa Diaz, Nicole Molina, Sam Ricchio, Aaron Storey, Kevin Johnson, Sylvia Bertolette, Wendy May, Pat Lastra,

Alicia Tavarez, Dr. Cindy Bak, Nate Jones, Drew Balcom, Diana Venegas, and Debbie Quirk-Lutman. Each recipient was recognized for an FSD Core Value.

Public Comments:

Paulette Marshall shared her appreciation for attending the Champions for Learning school tours on October 15.

Rudy Martinez and Karla Navarro (parents) expressed their concern regarding an incident that occurred at their daughter's school.

Discussion Item:

First Reading of Resolutions and Full Proposition presented to the Voters by the Fullerton School District.

David Casnocha, Bond Counsel from Stradling, Yocca, Carlson & Rauth, reviewed the first reading of a resolution with the Fullerton Board of Trustees which would call for a general bond election. Within the resolution, the following items were discussed: Legal verbiage consistent with Proposition 39; criteria from the Orange County Taxpayers Association; the 75-word ballot statement; and the proposed project list. No action was taken on the resolution.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Wendy Reid- She reported the upcoming PTA Council meeting will be held on October 22, 2019, at Fullerton Joint HS District. She stated that PTA reflections is wrapping up; the PTA reflection entry winners will be displayed on November 14, 2019, at Ladera Vista JHS of the Arts at the PTA reflections night.

FETA –Dottie Pendleton on behalf of Mark Jacobs- She reported FSD teachers and staff continue to work to implement programs and policies that make FSD outstanding. It is the beginning of the Speech and Debate season and teachers have been coaching and mentoring students. FETA thanked Hilda Sugarman and the entire Fullerton Education staff for a very successful Toast to Learning Wine Auction; a special thank you to Andrea Calvo, Ladera Vista JHS of the Arts teacher, and her drama students for their performance. FSD teachers attended the Strengthening your Core staff development and stated the variety of classes were engaging and helpful. FETA thanked Julienne Lee, Assistant Superintendent of Educational Services, and the Educational Services department for organizing the day for staff development.

CSEA – Joanne Declaro- She reported October is Breast Cancer Awareness month; Purchasing, Warehouse and Transportation Departments are wearing pink shirts in October. The Transportation Department also started implementing PBIS on school buses district wide. CSEA is welcoming their newest classified employees. Throughout the month of October, CSEA will visit each school to give them a personalized orientation, answer questions, and inform employees of their rights and the benefits of joining their union. CSEA also completed negotiations for their MOU for contract benefits and will be voting for it early next month. The CSEA appointed Personnel Commissioner is up for election. CSEA is currently reviewing three candidates for the position and will casting their votes at the end of this month. She thanked Bob Lee for his service to FSD as Interim Director of Classified Personnel.

FESMA –Robin Gilligan- She reported the FEF Toast to Learning Wine Auction was a big success and it was great to celebrate with one another while raising funds for FSD. FSD held a health fair on September 28, 2019, that offered free medical services to the community such as flu shots, blood pressure and glucose checks, etc. She attended the Champions for Learning school tours and was impressed to see parents guiding part of the tour.

The Board recessed at 7:59 p.m. and resumed Open Session at 8:09 p.m.

Superintendent's Report

Dr. Bob Pletka thanked Julienne Lee and the Educational Services Department for a very successful Champions for Learning school tours held on October 15. He thanked Trustee Vazquez and Trustee Berryman for engaging parents and empowering them to be leaders. Dr. Pletka reported the first Champions for Learning event gathered over 90 parents and future events are being planned. Various parents from the Champions for Learning participated in guiding the school tours on October 15. He stated Robert C. Fisler School and Valencia Park School were recently named Apple Distinguished Schools.

Information from the Board of Trustees

Trustee Vazquez- She shared a video from assemblyman Gil Cisneros in which he congratulated Acacia and Robert C. Fisler Schools for being National Blue Ribbon Schools.

Trustee Sugarman- She congratulated Acacia and Robert C. Fisler Schools for their National Blue Ribbon recognition and Valencia Park and Robert C. Fisler Schools for their Apple Distinguished Schools recognition. She stated FSD is celebrating Administrator Week and Trustee Sugarman thanked administrators for their dedication. She thanked administrators for supporting the Fullerton Education Foundation and in addition thanked Dr. Pletka for his leadership. She reported two Golden Hill School parents coordinated and created the decorations and props for the Toast to Learning Wine Auction.

Trustee Berryman – She congratulated the planning committee that coordinated a very successful Toast to Learning Wine Auction and stated it was great to see everyone from FSD and the community come together at one event to benefit students. Trustee Berryman stated that Jan Youngman from the Fullerton Observer attended the Champions for Learning school tours and was very impressed with the many great things happening at Pacific Drive School. Trustee Berryman attended the State of the District for Fullerton Joint HS District. She thanked Janny Meyer for her leadership as Board President and for attending numerous FSD events at the school sites and outside of the District.

Trustee Thakur– He commented the Toast to Learning Wine Auction was fabulous and he is looking forward to seeing the Dream Catcher students at various sites. He attended the Speech and Debate competition and stated parents were excited to support and cheer on their children. Trustee Thakur stated the Raymond Fall Festival will be held on October 18.

President Meyer- She attended the California Latino School Board Association conference along with Trustee Vazquez and Dr. Pletka. She was pleased to see FSD is able to utilize FSD staff to present at Strengthening your Core and utilize their expertise. She attended the Champions for Learning school tours and invited a realtor from Fullerton to attend the tour as well. She reminded staff that the flu shots for FSD staff are available on October 16.

Approve Minutes

It was moved by Hilda Sugarman seconded by Aaruni Thakur and carried 5-0 to approve minutes of the Regular meeting on September 24, 2019.

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

Consent Items

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

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 N22C0017 through N22C0024, N22D0125 through N22D0158, N22E0030 through N22E0048, N22M0138 through N22M0149, N22R0357 through N22R0443, N22S0005, N22T0016 through N22T0016 through N22T0017, N22V0051 through N22V0063, N22X0332 through N22X0349 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220158 through 220198 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 124115 through 124494 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13868 through 13891 for the 2019/2020 school year.

1g. Approve the agreement for architectural services with Architect 9, LLLP through the 2019/2020 and 2020/2021 Fiscal School years.

1h. Approve two-year contract between Fullerton School District and Blackboard Inc., for additional services on Blackboard mobile communications app, effective November 1, 2019, through June 30, 2021.

1i. Approve/Ratify warrant numbered 1125 for the 2019/2020 school year.

1j. Approve/Ratify warrant numbered 1207 through 1208 for the 2019/2020 school year.

1k. Approve/Ratify Classified Personnel Report.

1l. Approve/Ratify the 2019/2020 After School Education and Safety Program Contract.

1m. Approve/Ratify Agreement between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.

1n. Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 1, 2019 through June 30, 2020.

1o. Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide training for a research-based, common core aligned reading program, reading workshop for TK-8 grade teachers from January 7, 2020 through March 18, 2020.

1p. Approve Susan Albano, Kelly Castillo, Rossana Fonseca, Julienne Lee, and Yolanda McComb to attend the National Association for Bilingual Education Conference in Las Vegas, Nevada from February 25-28, 2020.

1q. Approve Elizabeth Leon, Stephanie Givens, Linda Beecher, Jacqueline Gallardo-Hoffmaster, Robert Pletka, Janny Meyer, and Julienne Lee to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, November 13-16, 2019

1r. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2019 – September 30, 2019).

1s. Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2019/2020 school year.

1t. Approve/Ratify Affiliation Agreement between the Fullerton School District and New York University, Steinhardt School of Culture, Education, and Human Development effective September 18, 2019.

1u. Approve Clinical Affiliation Agreement between the Fullerton School District and West Coast University, Inc., effective January 1, 2020.

1v. Adopt resolutions numbered 19/20-B007 through 19/20-B009 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve Updated Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association for the 2019/2020 school year.

1x. Approve GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019

Information/Discussion Item:

First Reading of Resolutions and Full Proposition presented to the Voters by the Fullerton School District.

David Casanoka, legal counsel, shared details with the Board of Trustees regarding placing a future bond on the ballot and the options of adopting version A or Version B of the Resolution. The Board will further discuss this topic at a Special Board Meeting on October 30, 2019.

Administrative Reports:

2a. California Dashboard Local Indicators Board Report

Sung Chi, Educational Services Director, discussed the California Dashboard Local Indicators. Sue Albano, Trang Lai, Rossana Fonseca, and Helene Morris assisted Mr. Chi with the presentation. Dashboard State Indicators will be presented during the January 2020 Board of Trustees meeting and will include: Academic

Indicator, EL Indicator, Suspension Rates, and Chronic Absenteeism.

2b. First Reading of Revised Pupil Attendance Calendar for the 2020/2021 School Year

This serves as the first reading of revised Pupil Attendance Calendar for the 2020/2021 school year. The Fullerton Joint HS District revised their previously adopted 2020/2021 Pupil Attendance calendar and Fullerton School District would like to stay aligned with the high school district to better serve families that have students attending FSD and FJUHSD. The Board will be approving at their November 12, 2019, Board Meeting the final reading of Pupil Attendance Calendar for 2020/2021.

Dr. Bob Pletka expressed his thoughts regarding a comment interest from the Board of Trustees with a general obligation bond.

Discussion Item:

Board of Trustee Term Limits

Rob Coghlan, Assistant Superintendent of Business Services shared details with the Board of Trustees regarding the cost of adding Board of Trustee term limits to a future voter election. A resolution is needed to be adopted for future placement on the voter election. The Board will further discuss this topic at a Special Board Meeting on October 30, 2019.

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

Trustee Vazquez requested information regarding emergency credentials for special education teachers.

Trustee Vazquez requested information regarding Senate Bill 329 (junior high school and high school late start times).

President Meyer adjourned the Regular meeting on October 15, 2019, at 10:13 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Wednesday, October 16, 2019
4:00 p.m. Open Session

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

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:13 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julieenne Lee

Discussion/Action Item:

1a. Approve Revised Board Annual Goals.

The Board of Trustees discussed the Revised Board Annual Goals. The Board will be presented the Revised Board Annual Goals for Discussion/Approval at the November 12, 2019, Board Meeting.

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

No requests.

Adjournment:

President Meyer adjourned the Special meeting on October 16, 2019, at 5:47 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Wednesday, October 30, 2019
3:00 p.m. Open Session

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

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:11 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julienne Lee

Discussion Items:

First Reading Continuance of Potential Bond Resolution and Full Proposition presented to the Voters by the Fullerton School District.

Tim Carty, financial advisor from Phipper Jaffrey discussed the legal requirements for pricing a general obligation bond for the Fullerton School District. Mr. Carty recommended the Board select either \$29.00 or \$30.00 per \$100,000 of assessed property value. His recommendation was based on polling results from last summer and the District's current facility needs.

Chris Thompson, Community Member, asked clarification questions regarding repayment.

On November 12, 2019, the Board of Trustees will be discussing and tentatively approving a Resolution which would place a general obligation bond measure on the March 3, 2020, ballot.

Board of Trustee Term Limits

Trustee Sugarman expressed her thoughts about addressing this topic at a future time. She stated the importance of a general obligation bond measure on the March 3, 2020, voters ballot and not having multiple measures on the ballot. The Board agreed to table this discussion for a future date.

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

No requests.

Adjournment:

President Meyer adjourned the Special meeting on October 30, 2019, at 4:12 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 12, 2019
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

Public Comments regarding Closed Session Items

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

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Introductions/Recognitions:

Maple School Report

Catch Me at My Best Recipients

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting October 15, 2019

Special Meeting October 16, 2019

Special Meeting October 30, 2019

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 N22B0004, N22C0025 through N22C0038, N22D0139 through N22D0203, N22E0049 through N22E0107, N22M0150 through N22M0182, N22R0444 through N22R0591, N22T0018 through N22T0021, N22V0064 through N22V0075, N22X0350 through N22X0363, N22Y0073 through N22Y0076, and N22Z0073 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220199 through 220261 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 124495 through 124942 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.

1g. Review Orange County Department of Education's Williams Settlement Legislation Report for 2018/2019 and 1st Quarter Report for 2019/2020.

1h. Approve/Ratify 2019/2020 Agreement #49156 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective November 1, 2019.

1i. Award a contract to Miracle Recreation Equipment Company, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-17-78-0006B, for the purchase of recreation equipment.

1j. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective October 7, 2019 through June 30, 2020.

1k. Approve Nonpublic Agency Master Contract between Fullerton School District and Brett Dinovi & Associates, LLC effective November 13, 2019 through June 30, 2020.

1l. Approve Independent Contractor Agreement between Fullerton School District and Danita Eshman for occupational therapy services effective November 13, 2019 through June 30, 2020.

1m. Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education and Orange County United Way from November 13, 2019 through August 31, 2020.

1n. Approve/Ratify Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2019/2020 school year.

1o. Approve Nonpublic School Master Contract between Fullerton School District and Summit View School dba STEM3 Academy OC effective November 13, 2019 through June 30, 2020.

1p. Approve Nonpublic Agency Master Contract between Fullerton School District and Western Youth Services effective November 13, 2019 through June 30, 2020.

1q. Approve/Ratify Agreement Number 48983 between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, effective July 1, 2019 through June 30, 2020, for Quality Rating Improvement System Implementation and Data Management for California State Preschool and Tuition-Based Preschool Programs.

1r. Approve/Ratify Addenda between Boys & Girls Club of Fullerton and City of Fullerton for contract cost adjustment for the 2019/2020 school year.

1s. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of rubber playground safety surface materials located at Woodcrest Elementary School.

1t. Approve/Ratify agreement with John R. Byerly Incorporated, to continue to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of Robert C. Fidler – School Improvements Project.

1u. Approve out-of-state conference attendance for Cotsen Mentor to attend the Teachers College Reading Institute, Columbia University, New York, January 26-29, 2020.

1v. Adopt resolutions numbered 19/20-B010 through 19/20-B011 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve/Ratify Independent Contractor Agreement between Fullerton School District Nutrition Services and Nancy Wikes for services as Nutrition Specialist from November 1, 2019, through December 31, 2019.

1x. Approve Super Co-Op Annual Renewal of Services for the 2020/2021 school year.

1y. Approve Facility Use Agreement between Fullerton School District and University Conference Center, CSUF for the 2019/2020 school year.

1z. Approve/Ratify Addendum #2 to the Agreement between Fullerton School District and Advantage Communications for the Speech and Debate program for the 2019/2020 school year.

1aa. Ratify CSEA's appointment to the Personnel Commission.

Presentations

- High Reliability Schools
- FSD Pre-School and Early Development Index

Discussion/Action Items:

- 2a. Approve Revision of Pupil Attendance Calendar for the 2020/2021 school year.
- 2b. Approve/Ratify Memorandum of Understanding (MOU) on Playground Supervisors inclusion into the bargaining unit and collective bargaining agreement between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.
- 2c. Approve/Ratify Amended 2019/2020 Child Development State Preschool Contract effective July 1, 2019 through June 30, 2020.
- 2d. Resolution #19/20-10 of the Board of Trustees of the Fullerton School District ordering a school bond election, and establishing specifications for an election order occurring on March 3, 2020.
- 2e. Approve Revised Board Annual Goals.

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

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, December 10, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects paid leave of absence(s), extra hour(s), stipend(s), promotion(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 12, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
494	Fotinakes	Alex	Ladera Vista	Speech Therapist	Extra Hours	Approve contracted hourly rate NTE eighty (80) hours for certificated employee for CFY supervision on SLP, Samad Cyrus during 19/20 school year. Budget #0125554101-1101	08/15/19-05/29/20
495	Niessen	Larissa	Golden Hill	Speech Therapist	Extra Hours	Approve contracted hourly rate NTE eighty (80) hours for certificated employee for CFY supervision on SLP, Arielle Khalili during 19/20 school year. Budget #0125554101-1101	08/12/19-05/29/20
	Deschamps	Stefani	Certificated Personnel	Substitute Teacher	New Hire		10/16/19
	Douglas	Mark	Fisler	Interim Principal	New Hire	Class VIII, Step I	12/4/19
	Edmiston	Danielle	Certificated Personnel	Substitute Teacher	New Hire		10/28/19
	Frey	Summer	Certificated Personnel	Substitute Teacher	New Hire		10/21/19
	Gable	Amanda	Certificated Personnel	Substitute Teacher	New Hire		10/7/19
	Gray-Blair	Zona	Certificated Personnel	Substitute Teacher	New Hire		10/16/19
	Hopkins	Jessica	Certificated Personnel	Substitute Teacher	New Hire		10/15/19
	Kang	Lesley	Certificated Personnel	Substitute Teacher	New Hire		10/8/19
	Levy	Orly	Student Support	Psychologist	New Hire	Class I, Step I	12/2/19
	Ma	Hannah	Certificated Personnel	Substitute Teacher	New Hire		10/7/19
	McKernan	Katharine	Certificated Personnel	Substitute Teacher	New Hire		10/17/19
	Michel	Kaitlin	Certificated Personnel	Substitute Teacher	New Hire		10/23/19
	Monson	Julia	Certificated Personnel	Substitute Teacher	New Hire		10/15/19
	Qureshi	Mira	Certificated Personnel	Substitute Teacher	New Hire		10/28/19
	Richcreek	Nicole	Certificated Personnel	Substitute Teacher	New Hire		10/7/19
	Scallon	Elizabeth	Certificated Personnel	Substitute Teacher	New Hire		10/25/19
547	Shim	Jini	Educational Services	Teacher	New Hire	Class IV, Step 1	11/4/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 12, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Snow	Lourdes	Certificated Personnel	Substitute Teacher	New Hire		10/23/19
	Verity	Amy	Certificated Personnel	Substitute Teacher	New Hire		10/28/19
	Watkins	Kyli	Certificated Personnel	Substitute Teacher	New Hire		10/18/19
	Yasutomi	Benjamin	Certificated Personnel	Substitute Teacher	New Hire		10/8/19
	Yousling	Cassia	Certificated Personnel	Substitute Teacher	New Hire		10/24/19
	1435		Pacific Drive	Teacher	Paid Leave of Absence		11/01/19-05/29/20
	Guppy	Stephanie	Fisler	Interim Asst. Principal	Promotion	Class V, Step F	11/4/19
	Masters	Susan	Pacific Drive	Teacher	Retirement		5/29/20
496	Calvo	Andrea	Rolling Hills	Teacher	Stipend	Approve stipend of \$800 for certificated employee to teach Choir at Rolling Hills. Budget #0111626101-1101	10/10/19-02/20/20
492	Choi	Charles	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football after school sports. Budget #0130411409-1901	09/03/19-10/23/19
507	Chong	Christina	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130423409-1901	09/01/19-10/25/19
489	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football after school sports. Budget #0130417409-1901	09/11/19-10/23/19
497	Glasby	Shannon	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football and Volleyball after school sports. Budget #0130420409-1901	08/19/19-10/16/19
497	Gomez	Jennifer	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football and Volleyball after school sports. Budget #0130420409-1901	08/19/19-10/16/19
506	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$300 for certificated employee to coach Flag Football after school sports. Budget #0130423409-1901	09/01/19-10/25/19
492	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130411409-1901	09/03/19-10/23/19
504	McIntosh	Laura	Fisler	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130430409-1901	8/26/19-11/08/19
558	Moen	Shawn	Educational Services	Teacher	Stipend	Approve stipend of \$3,645 for certificated employee to supervise students taking DART 100 Middle College Class at Nicolas. Stipend to be paid December 31, 2019. Budget #0121552211-1901	09/03/19-12/05/19
489	Morita	Kyle	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130417409-1901	09/11/19-10/23/19

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: November 12, 2019

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Chess Masters After School Enrichment Programs	Community Partner(s)	Monetary Donation	Donation	\$315.00
Acacia	Kroger	Community Partner(s)	Monetary Donation	Donation	\$97.62
Acacia	Samurai Academy	Community Partner(s)	Monetary Donation	Donation	\$50.00
Acacia	Tritone Music Academy Inc.	Community Partner(s)	Monetary Donation	Donation	\$176.00
Child Welfare and Attendance	St. Joseph Health	Community Partner(s)	Monetary Donation	Monetary Donation	\$29,000.00
District Office/Visual & Performing Arts	McCoy Mills Ford	Community Partner(s)	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Fern Drive	Fern Drive PTA	PTA	Monetary Donation	Accelerated Reader and IXL Programs	\$12,429.50
Fisler ASB	Fisler PTSA	PTA	Monetary Donation	Leadership Conference	\$373.00
Fisler School	Ji Lee and In Sohn	Parent	Monetary Donation	Class Donation for Cardenas	\$500.00
Fisler School	Lidia Lee and Sung Kim	Community Partner(s)	Monetary Donation	PE Sports Donation	\$25.00
Fisler School	Lily Yee	Parent	Monetary Donation	Technology Supplies	\$600.00
Fisler School	Picaboo Yearbook Corporation	Community Partner(s)	Monetary Donation	Donation for Instructional Supplies	\$5,461.41
Fisler School	Wells Fargo Community Support	Community Partner(s)	Monetary Donation	Instructional Supplies	\$70.00
Golden Hill	Goldent Hill PTA	PTA	Monetary Donation	Media Center remodel	\$10,000.00
Hermosa Drive	Hermosa Drive PTA	PTA	Monetary Donation	Gift for classroom technology and learning apps	\$2,500.00
Ladera Vista	Kroger	Community Partner(s)	Monetary Donation	Donation	\$19.43
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary Donation	Enrichment - Belkin Tablet Stages and Squid for STEAM	\$856.71
Rolling Hills	Kroger	Community Partner(s)	Monetary Donation	Donation for school enhancement	\$24.34
Sunset Lane	Joung Joo and Chang Wan Chae	Parent	Monetary Donation	Speech and debate	\$300.00
Sunset Lane	Micheael and Laura Day	Parent	Monetary Donation	Speech and debate	\$500.00

CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22B0004, N22C0025 THROUGH N22C0038, N22D0139 THROUGH N22D0203, N22E0049 THROUGH N22E0107, N22M0150 THROUGH N22M0182, N22R0444 THROUGH N22R0591, N22T0018 THROUGH N22T0021, N22V0064 THROUGH N22V0075, N22X0350 THROUGH N22X0363, N22Y0073 THROUGH N22Y0076, AND N22Z0073 FOR THE 2019/2020 SCHOOL 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
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

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 N22B0004, N22C0025 through N22C0038, N22D0139 through N22D0203, N22E0049 through N22E0107, N22M0150 through N22M0182, N22R0444 through N22R0591, N22T0018 through N22T0021, N22V0064 through N22V0075, N22X0350 through N22X0363, N22Y0073 through N22Y0076, and N22Z0073 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22B0004	MCGRAW HILL EDUCATION INC	49,722.14	49,722.14	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22C0025	CSU FULLERTON AUXILIARY SVCS C	440.00	440.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0026	ORANGE CNTY DEPARTMENT OF EDUC	600.00	600.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0027	CALIFORNIA ASSOCIATION OF SCHO	170.00	170.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0028	NORTHERN SPEECH SERVICES	199.00	199.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0029	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0121252771 5210	Title I District Admin / Conferences and Meetings
N22C0030	DOWNEY UNIFIED SCHOOL DISTRICT	300.00	300.00	0121225101 5210	Title I Richman Instruction / Conferences and Meetings
N22C0031	ORANGE CNTY DEPARTMENT OF EDUC	95.00	95.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
N22C0032	ORANGE CNTY DEPARTMENT OF EDUC	175.00	175.00	0150855359 5210	District Testing / Conferences and Meetings
N22C0033	CRISIS PREVENTION INSTITUTE IN	6,498.00	6,498.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0034	CALIFORNIA SCHOOL NURSES ORGAN	715.00	715.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
N22C0035	CCSESA	1,000.00	1,000.00	0141355239 5210	STEM Program Discrete / Conferences and Meetings
N22C0036	CAHPERD	560.00	560.00	0150554101 5210	APE Autism OT Vision Instr / Conferences and Meetings
N22C0038	ORANGE CNTY DEPARTMENT OF EDUC	90.00	90.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
N22D0139	RENAISSANCE LEARNING INC	4,500.00	4,500.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22D0159	EXPLORELEARNING	3,738.60	3,738.60	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0160	WHITE RHINO PROMOTIONAL SOLUTI	10,344.00	10,344.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0161	CURRICULUM ASSOCIATES LLC	12,048.00	12,048.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0162	CURRICULUM ASSOCIATES LLC	17,280.00	17,280.00	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22D0163	CURRICULUM ASSOCIATES LLC	18,072.25	18,072.25	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0164	FOLLETT SCHOOL SOLUTIONS INC	1,494.70	1,494.70	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0165	TUXEDO WHOLESALER	1,229.04	1,229.04	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
N22D0166	WHITE RHINO PROMOTIONAL SOLUTI	2,084.96	2,084.96	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0167	FREE WILL PRINTING COMPANY	6,341.31	6,341.31	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0168	FITNESS FINDERS INC	456.26	456.26	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0169	SCHOLASTIC MAGAZINES	824.99	824.99	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22D0170	RENAISSANCE LEARNING INC	4,830.75	4,830.75	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0171	TWO BIT CIRCUS FOUNDATION	1,028.41	1,028.41	0121221101 5805	Title I Orangethorpe Instr / Consultants
N22D0172	CALIFORNIA WEEKLY EXPLORER INC	680.00	680.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22D0173	SCHOOL HEALTH CORPORATION	108.93	108.93	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0174	CALIFORNIA WEEKLY EXPLORER INC	1,050.00	1,050.00	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
N22D0175	CDW.G	148.12	148.12	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22D0176	SUPPLY MASTER	790.89	790.89	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0177	SOCIAL STUDIES SCHOOL SERVICE	159.97	159.97	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22D0178	FLINN SCIENTIFIC	45.05	45.05	0130423119 4310	LCFF Base Science Parks JrHigh / Materials and Supplies
N22D0179	ROBOT MESH	1,747.81	1,747.81	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0180	AMAZON.COM	71.12	71.12	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0181	KBI AND ASSOCIATES	908.34	908.34	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0182	ORIENTAL TRADING COMPANY	312.07	312.07	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0183	ORIENTAL TRADING COMPANY	373.77	373.77	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
N22D0184	DEMCO INC	63.72	63.72	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0185	CDW.G	342.65	342.65	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
N22D0186	THE EDUCATOR COLLABORATIVE LLC	6,500.00	6,500.00	0111630101 5802	Donation Discretionary Fisler / Lecturers
N22D0187	CHARACTERSTRONG LLC	3,999.00	3,999.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0188	CALIFORNIA WEEKLY EXPLORER INC	1,125.00	1,125.00	0109411102 5802	Foundation Instr Beechwood / Lecturers
N22D0189	FITNESS FINDERS INC	432.21	432.21	0130224101 4310	LCFF Suppl Instr Raymond / Materials and Supplies Instr
N22D0190	TECHSMART INC	6,500.00	6,500.00	0130220101 5800	LCFF Supplemental Inst Nicolas / Other Contracted
N22D0191	WESTERN GRAPHIX	83.65	83.65	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0192	SCHOLASTIC MAGAZINES	439.56	439.56	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0193	HEINEMANN PUBLISHING	38,679.30	10,000.00 28,679.30	0130210101 4310 0130410109 4310	LCFF Supplemental Instr Acacia / Materials and Supplies LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0194	WEEK PUBLICATIONS INC, THE	923.31	923.31	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0195	EAGLE COMMUNICATIONS	584.53	584.53	0130426109 6410	LCFF Base Instr Rolling Hills / New Equip Less Than
N22D0196	HAZ RENTAL CENTER	797.46	797.46	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0197	CALIFORNIA WEEKLY EXPLORER INC	370.00	370.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22D0198	BRIAN KENYON ART STUDIO INC	1,370.00	1,370.00	0153353859 5800	Maintenance Facilities DC / Other Contracted Services
N22D0199	BRIAN KENYON ART STUDIO INC	1,295.00	1,295.00	0153353859 5800	Maintenance Facilities DC / Other Contracted Services
N22D0200	BRIAN KENYON ART STUDIO INC	1,295.00	1,295.00	0153353859 5800	Maintenance Facilities DC / Other Contracted Services
N22D0201	EAGLE COMMUNICATIONS	66.67	66.67	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0202	IXL MEMBERSHIP SERVICES	9,990.00	9,990.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
N22D0203	CORPORATE SHIRTS DIRECT INC	901.57	901.57	0130423139 4310	LCFFBase InstrmntlMusic Parks / Materials and Supplies
N22E0049	BYUN, CHRISTINE	297.03	297.03	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22E0050	ESCOBAR, MARIA	561.30	561.30	0111624107 4310	Cotsen Foundation Inst Raymond / Materials and Supplies
N22E0051	COCKERILL, HEIDI ANN	67.61	67.61	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22E0052	BEECHER, LINDA	191.70	99.00 92.70	0130230101 4310 0130430109 4310	LCFF Supplemental Instr Fisler / Materials and Supplies LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0053	CHONG, CHRISTINA	24.51	24.51	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0054	HYUN, TRICIA	107.53	107.53	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0055	PETRIS, RUDOLPH	24.13	24.13	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0056	CONTRERAS, JASEL	40.88	40.88	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0057	O'CONNELL, REBECCA	76.66	76.66	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0058	KNAPP, KELLY	49.20	49.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0059	LAFONT, ANNE	554.07	554.07	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0060	CABAL, SARA	537.04	537.04	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0061	GUERRERO, REBECCA	32.50	32.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0062	COCKERILL, HEIDI ANN	577.50	577.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0063	KNAPP, KELLY	115.00	115.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0064	KOJIMA, DEBRA	320.00	320.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0065	SPENCER, KRISTINE	233.37	233.37	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0066	ANDERSON, TRACEY	291.17	291.17	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0067	GUERRERO, REBECCA	1,003.44	1,003.44	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0068	KLAUSMEIER, TERESA	34.48	34.48	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0069	CHAVEZ, CLAUDIA	32.00	32.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0070	MOSQUEDA, CORINNE	119.38	119.38	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0071	SAN, MAKOTHNIMITH	500.00	500.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0072	GIVEN, STEPHANIE	104.37	104.37	0130410279 4350	LCFF Base Admin Acacia / Materials and Supplies Office
N22E0073	CARTHEW, TERESA	60.33	60.33	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22E0074	COCKERILL, HEIDI ANN	420.76	420.76	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0075	ESQUIVEL, MOLLY	78.35	78.35	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0076	CAMARENA, AMI-RAY	99.96	99.96	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22E0077	STAVA, KYLE	224.68	224.68	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0078	LEWIS, LARA	1,001.47	1,001.47	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0079	CAT-AURELIO, THUY	34.48	34.48	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0080	OLIVARES, JESSICA	51.18	51.18	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0081	STENTON, ANNE	39.58	39.58	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22E0082	CLEMENTE, ROBYN	101.56	101.56	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0083	SMITH, PATRICIA	10.78	10.78	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0084	OLIVARES, JESSICA	35.48	35.48	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0085	CHAVEZ, YASMINE	54.85	54.85	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0086	BOUGHTER, DOUG	81.56	81.56	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
N22E0087	SPENCER, KRISTINE	83.52	83.52	0111610271 4350	Donation Admin Acacia / Materials and Supplies Office
N22E0088	SPENCER, KRISTINE	578.22	578.22	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0089	HYUN, TRICIA	212.02	212.02	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0090	HYUN, TRICIA	105.26	105.26	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0091	CHOI, CONNIE	46.73	46.73	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0092	HOA, JAMES	122.75	122.75	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22E0093	COLEMAN, CRYSTAL	23.37	23.37	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0094	DIAZ, LISA	452.00	452.00	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0095	LAFONT, ANNE	689.83	689.83	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0096	NIESSEN, LARISSA	49.99	49.99	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
N22E0097	CHIFO, RACHAEL	46.05	46.05	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0099	CHUNG, AMY	35.33	35.33	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0100	GUERRERO, REBECCA	1,275.26	1,275.26	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0101	MARTINEZ, SYLVIA	36.62	36.62	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22E0102	DUQUE, YASMIN	165.26	165.26	0153750799 4350	Business Administration DC / Materials and Supplies
N22E0103	CYRUS, SAMAD	237.06	237.06	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0104	HYUN, TRICIA	80.45	80.45	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0105	NGUYEN, DAVE	153.40	153.40	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0106	SCHUETT-MALONEY, JENNIFER	30.16	30.16	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0107	ANDERSON, TRACEY	477.13	477.13	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

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N22M0150	MR STEEL ACQUISITION CORPORATI	1,980.05	1,980.05	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22M0151	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0152	AMBIENT ENVIRONMENTAL INC	500.00	500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0153	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0154	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0155	BLUE VIOLET NETWORKS LLC	6,550.00	6,550.00	0153353819 5900	Plant Maintenance DC / Communications
N22M0156	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0157	GHATAODE BANNON ARCHITECTS LLP	8,400.00	8,400.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0158	DEPT OF INDUSTRIAL RELATIONS	700.00	700.00	0153353819 5899	Plant Maintenance DC / Other Expenses
N22M0159	GLASBY MAINTENANCE SUPPLY COMP	3,057.00	3,057.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0160	NEXT LEVEL ELEVATOR	1,592.00	1,592.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0161	COVENANT AIR SYSTEMS	220.00	220.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0162	AIR-TEC	470.00	470.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0163	EDUCATION PRODUCTS AND SERVICE	9,168.98	9,168.98	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0164	C A AND A TREE CARE INC	1,215.00	1,215.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
N22M0165	C A AND A TREE CARE INC	3,500.00	3,500.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
N22M0166	MONTGOMERY HARDWARE COMPANY	1,230.73	1,230.73	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0167	MONTGOMERY HARDWARE COMPANY	799.73	799.73	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0168	STATE ARCHITECT, DIVISION OF T	397.59	397.59	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0169	KOMPAN INC	674.59	674.59	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0170	MIRACLE RECREATION EQUIPMENT C	3,166.16	3,166.16	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0171	NEXT LEVEL ELEVATOR	2,388.00	2,388.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0172	FULL COMPASS SYSTEMS LTD	491.57	491.57	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0173	GREENLAND NURSERY	2,248.75	2,248.75	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs

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N22M0174	STARTECHTEL.COM INC	300.93	300.93	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0175	INLAND INSPECTIONS	110,500.00	110,500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0176	RIVER CITY TESTIN	203,338.00	203,338.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0177	NEXT LEVEL ELEVATOR	1,592.00	1,592.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0178	NEXT LEVEL ELEVATOR	2,960.00	2,960.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0179	SIMPLOT PARTNERS	37,092.40	37,092.40	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
N22M0180	AIR FILTRATION SOLUTIONS	8,733.17	8,733.17	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0181	NEW DIMENSIONS GENERAL CONSTRU	4,980.42	4,980.42	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0182	KYA SERVICES LLC	232.19	232.19	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0444	AMAZON.COM	1,399.61	1,399.61	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0445	AMAZON.COM	2,686.06	2,686.06	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0446	AMAZON.COM	315.57	315.57	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0447	APPLE COMPUTER INC	321.10	321.10	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0448	AMAZON.COM	64.52	64.52	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0449	AMAZON.COM	2,868.95	2,868.95	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0450	AMAZON.COM	1,827.77	1,827.77	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0451	AMAZON.COM	1,242.48	1,242.48	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0452	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0453	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0454	AMAZON.COM	47.05	47.05	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0455	AMAZON.COM	85.37	85.37	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0456	TRANSPORTATION CHARTER	575.00	575.00	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
N22R0457	AMAZON.COM	343.09	343.09	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst
N22R0458	CURRICULUM ASSOCIATES LLC	405.95	405.95	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protocols

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N22R0459	SUPPLY MASTER	556.00	556.00	0130420109 6410	LCFF Base Instruction Nicolas / New Equip Less Than
N22R0460	RIGHT WAY COMPANY, THE	2,133.45	2,133.45	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0461	AMAZON.COM	183.12	183.12	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
N22R0462	AGENCY ELEVEN	500.00	500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22R0463	AMAZON.COM	80.27	80.27	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0464	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0465	AMAZON.COM	68.91	68.91	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R0466	PROVANTAGE LLC	1,257.32	1,257.32	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R0467	FULLERTON ARBORETUM	199.34	199.34	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
N22R0468	MPS	2,857.41	2,857.41	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22R0469	APPLE COMPUTER INC	214.42	214.42	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0470	AMAZON.COM	38.30	38.30	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0471	LUSTER LEARNING INSTITUTE, NFP	573.75	573.75	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0472	AMAZON.COM	86.76	86.76	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0473	AMTRAK GROUP SALES	2,590.20	2,590.20	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0474	S&S WORLDWIDE INC	21.68	21.68	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0475	AMAZON.COM	1,563.83	1,563.83	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22R0476	AMAZON.COM	1,920.53	1,920.53	0111928101 4310	Phelps Grant Valencia Park / Materials and Supplies Instr
N22R0477	CDW.G	891.14	891.14	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0478	AMAZON.COM	228.25	228.25	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0479	AMAZON.COM	312.72	312.72	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
N22R0480	CHALK SPINNER LLC	3,372.15	1,686.12	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
			1,686.03	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0481	K WEST PRINTING	2,602.41	2,602.41	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor

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N22R0482	AMAZON.COM	662.64	662.64	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22R0483	PEARSON ASSESSMENT INC	621.82	621.82	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0484	AMAZON.COM	27.46	27.46	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0485	AMAZON.COM	344.50	344.50	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0486	CALIFORNIA SCHOOL BOARDS ASSOC	4,065.00	1,016.25	0152055779 5310	Education Services Discret / Dues and Memberships
			1,016.25	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			1,016.25	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			1,016.25	0153750799 5310	Business Administration DC / Dues and Memberships
N22R0487	AMAZON.COM	49.95	49.95	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0488	AMAZON.COM	37.67	37.67	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
N22R0489	FLINN SCIENTIFIC	499.39	499.39	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0490	NATIONAL CINEMEDIA LLC	19,200.00	9,600.00	0152557709 5800	Board Discret / Other Contracted Services
			9,600.00	0152657719 5800	Superintendent Discret / Other Contracted Services
N22R0491	AEROMARK	193.95	193.95	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
N22R0492	AMAZON.COM	23.69	23.69	0151354341 4310	Health Services / Materials and Supplies Instr
N22R0493	ACCO BRANDS USA LLC	645.32	645.32	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0494	WESTED	374.23	374.23	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0495	LAKESHORE LEARNING	6,298.64	6,298.64	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0496	MISSION SAN JUAN CAPISTRANO	1,300.00	1,300.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0497	IRVINE PARK RAILROAD INC	1,520.00	1,520.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0498	PRESSAVVY INC.	2,400.46	2,400.46	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R0499	MATHEMATICAL OLYMPIADS FOR ELE	119.00	119.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22R0500	AMAZON.COM	80.53	80.53	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0501	DISCOUNT SCHOOL SUPPLY	498.95	498.95	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0502	AMAZON.COM	403.95	403.95	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr

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N22R0503	ORANGE COUNTY SCHOOL BOARDS AS	175.00	175.00	0152557709 5310	Board Discret / Dues and Memberships
N22R0504	AMAZON.COM	97.96	97.96	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R0505	S2 DETECTION NEVADA INC.	318.05	318.05	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0506	AMAZON.COM	383.17	383.17	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0507	AMAZON.COM	361.98	361.98	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0508	AMAZON.COM	408.48	408.48	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0509	AMAZON.COM	29.08	29.08	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0510	PELLETS INC	189.71	189.71	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R0511	CONTINENTAL MATHEMATICS	85.00	85.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0512	AMAZON.COM	26.38	26.38	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0513	AMAZON.COM	118.48	118.48	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0514	LA HABRA HIGH SCHOOL	75.00	75.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0515	VIRCO MANUFACTURING	89.42	89.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0516	HAZ RENTAL CENTER	722.46	722.46	0130417149 4310	LCFF Base Vocal Music LV / Materials and Supplies Instr
N22R0517	FRIENDS OF JAZZ INC	1,200.00	1,200.00	0111624101 5800	Donation Instruction Raymond / Other Contracted Services
N22R0518	UNIVERSITY OF OREGON	350.00	350.00	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Inst
N22R0519	UNIVERSITY OF OREGON	7,110.00	7,110.00	0139155333 4310	St Jude PBIS Grant Social Svcs / Materials and Supplies
N22R0520	MOMENTUM IN TEACHING LLC	1,700.00	1,700.00	0130227101 5805	LCFF Suppl Instr Sunset Lane / Consultants
N22R0521	SCHOOLSIN	1,091.75	1,091.75	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0522	MINDWARE	75.39	75.39	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0523	LAKESHORE LEARNING	904.66	904.66	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0524	AMAZON.COM	334.29	305.23	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			29.06	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0525	KAPLAN SCHOOL SUPPLY	1,047.56	1,047.56	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst

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N22R0526	HOPE INTERNATIONAL UNIVERSITY	140.00	140.00	0152557709 5210	Board Discret / Conferences and Meetings
N22R0527	AMAZON.COM	77.47	77.47	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0528	MISSION SAN JUAN CAPISTRANO	1,799.00	1,799.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0529	KNOTT'S BERRY FARM	2,625.00	2,625.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0530	AMAZON.COM	430.99	430.99	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Instr
N22R0531	CALIFORNIA WEEKLY EXPLORER INC	1,050.00	1,050.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22R0532	AMAZON.COM	692.14	692.14	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
N22R0533	LA HABRA HIGH SCHOOL	540.00	540.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0534	LA HABRA HIGH SCHOOL	515.00	515.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0535	U S SCHOOL SUPPLY INC	609.76	609.76	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0536	BRAINPOP LLC	3,345.00	3,345.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0537	BOOKSOURCE, THE	991.94	991.94	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0538	GOPHER SPORT	126.01	126.01	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0539	TEACHERS PAY TEACHERS	440.58	440.58	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0540	APPLE COMPUTER INC	321.10	321.10	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0541	BREAKOUT EDU	80.81	80.81	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0542	AMAZON.COM	231.65	231.65	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0543	AMAZON.COM	775.63	775.63	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0545	AMAZON.COM	294.73	294.73	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0546	MEDIEVAL TIMES DINNER AND	2,190.30	2,190.30	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0547	AMAZON.COM	227.15	227.15	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22R0548	AMAZON.COM	190.72	190.72	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0549	LEADERSHIP ASSOCIATES	4,500.00	4,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0550	AMAZON.COM	64.11	64.11	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

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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>
N22R0551	CDW.G	296.82	296.82	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0552	AMAZON.COM	206.99	206.99	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0553	ACADEMIC THERAPY PUBLICATIONS	677.98	677.98	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R0554	APPLE COMPUTER INC	1,438.46	1,438.46	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0555	AVID CENTER	8,574.00	4,574.00	0130220101 5805	LCFF Supplemental Inst Nicolas / Consultants
			4,000.00	0141355239 5805	STEM Program Discrete / Consultants
N22R0556	SEGERSTROM CENTER FOR THE ARTS	870.00	870.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0557	GUIDED DISCOVERIES INC.	9,801.00	9,801.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
N22R0558	RCN TECHNOLOGIES	1,356.00	1,356.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0559	AMAZON.COM	145.33	145.33	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R0560	AMAZON.COM	873.82	873.82	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0561	AMAZON.COM	240.23	240.23	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22R0562	WHITE RHINO PROMOTIONAL SOLUTI	156.85	156.85	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0563	SCHOOL SPECIALTY	703.12	703.12	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Instr
N22R0564	BLACKBOARD INC	2,810.49	2,810.49	0152950729 5800	Districtwide Expenditures / Other Contracted Services
N22R0565	CDW.G	452.25	452.25	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22R0566	APPLE COMPUTER INC	215.49	215.49	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22R0567	CDW.G	445.24	445.24	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22R0568	AMAZON.COM	210.51	210.51	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0569	AMAZON.COM	37.70	37.70	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0570	ASCD	120.71	120.71	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0571	NCS PEARSON INC	1,017.38	1,017.38	0111555103 4310	Gifted and Talented Education / Materials and Supplies
N22R0572	LAKESHORE LEARNING	613.89	613.89	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0573	IRVINE RANCH OUTDOOR EDUCATION	41,165.00	41,165.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0574	WHITE RHINO PROMOTIONAL SOLUTI	833.99	833.99	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22R0575	GANDER PUBLISHING	2,000.09	2,000.09	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22R0576	ANDELSON, JD, STEVEN J	500.26	500.26	0152351709 4350	Contract Admin Discret / Materials and Supplies Office
N22R0577	COMPLETE BUSINESS SYSTEMS	1,702.46	1,702.46	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0578	CULVER NEWLIN INC	498.88	498.88	0153750799 6410	Business Administration DC / New Equip Less Than
N22R0579	HAUFFE COMPANY INC	48,000.00	48,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0580	AMAZON.COM	564.59	564.59	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0581	AMAZON.COM	1,300.73	1,300.73	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0582	SUPPLY MASTER	342.65	342.65	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0583	AMAZON.COM	439.11	439.11	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0584	ENVIRONMENTAL NATURE CENTER	1,020.00	1,020.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0585	AMAZON.COM	105.02	105.02	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22R0586	THEATRE EXPERIENCE OF SO CALIF	612.00	612.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0587	ONEOC	6,500.00	6,500.00	0121225101 5805	Title I Richman Instruction / Consultants
N22R0588	CULVER NEWLIN INC	961.67	961.67	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R0589	APPLE COMPUTER INC	160.55	160.55	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0590	IMAGINAVI INC	447.70	447.70	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0591	APPLE COMPUTER INC	181.02	181.02	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
N22T0018	CDW.G	418.51	418.51	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0019	PERSEUS ASSOCIATES LLC	6,875.00	6,875.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22T0020	MCCOY AND MILLS FORD	7,593.10	2,353.10 5,240.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
N22T0021	WORLDWIDE WASTE MANAGEMENT	1,181.93	551.93 630.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0064	RIFTON EQUIPMENT	2,965.81	593.97	0113154101 4310	Low Incidence / Materials and Supplies Instr
			2,371.84	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0065	BACKDROPS BEAUTIFUL	6,394.85	104.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			6,290.85	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0066	CDW.G	1,742.77	1,742.77	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0067	RABBIT AIR	592.57	592.57	6852458741 6410	Workers Comp Admin / New Equip Less Than \$10,000
N22V0068	TJT SALES	2,208.88	2,208.88	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than
N22V0069	CDW.G	2,559.84	405.57	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			2,154.27	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0070	APPLE COMPUTER INC	1,479.92	188.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
			1,291.92	0132952101 6410	AfrSchlEdSfty Cohort 6 Instr / New Equip Less Than
N22V0071	CDW.G	1,862.22	1,862.22	0153750799 6450	Business Administration DC / Repl Equip Less Than
N22V0072	DEMCO INC	8,762.28	8,762.28	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
N22V0073	ANAHEIM UNION HIGH SCHOOL DIST	1,000.00	1,000.00	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
N22V0074	CULVER NEWLIN INC	3,531.24	3,531.24	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
N22V0075	LIGHTSPEED TECHNOLOGIES INC	6,376.73	6,376.73	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than
N22X0350	JACKSON, GABRIELLE	9,100.00	9,100.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0351	STATER BROS	150.00	150.00	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
N22X0352	FULLERTON PHOTOGRAPHICS INC	1,710.00	1,710.00	0131655109 6410	Visual Performing Arts Instruc / New Equip Less Than
N22X0353	EDTHEORY LLC	50,000.00	50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0354	LAKESHORE LEARNING	3,000.00	3,000.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0355	COSTCO WHOLESALE	2,000.00	2,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
N22X0356	AUTISM LEARNING PARTNERS	40,000.00	40,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0357	AMN KEY SOLUTIONS	75,000.00	75,000.00	0152950729 5805	Districtwide Expenditures / Consultants
N22X0358	AUTISM COMPREHENSIVE EDUCATION	30,000.00	30,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019**

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0359	LEE, JULIENNE	900.00	900.00	0152055779 5900	Education Services Discret / Communications
N22X0360	LIM, WILLIAM	1,000.00	1,000.00	0152657719 5899	Superintendent Discret / Other Expenses
N22X0361	TAQUERIA DE ANDA	10,000.00	10,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0362	OERTEL, JANE E	2,480.00	2,480.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22X0363	DAYLE MCINTOSH CENTER FOR THE	775.00	775.00	0130218101 5805	LCFF Suppl Instr Laguna Road / Consultants
N22Y0073	TRANSPORTATION CHARTER	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0074	FAST DEER BUS CHARTER INC	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0075	ANAHEIM UNION HIGH SCHOOL DIST	1,200.00	200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0076	ORTIZ, JUAN	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22Z0073	WESTERN DRAIN SUPPLY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:	1,242,043.97			
	Fund 12 Total:	16,868.30			
	Fund 68 Total:	592.57			
	Total Amount of Purchase Orders:	1,259,504.84			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 11/12/2019

The following Purchase Orders were printed out of sequence and will appear in the next reporting period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22E0098	Collins, Breanna	\$ 38.93	\$ 38.93	01116241014310	Donation Instruction Raymond/Materials and Supplies Instruction
N22R0544	Therapro	\$247.28	\$247.28	01505541014315	APE Autism OT Vision Instr/Materials Test Kits Protocols

Purchase order number **N22C0037** did not appear on the Detail Report. It was never processed or canceled.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0140	CULVER NEWLIN INC	1,287.83	-231.45	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22M0019	NEXT LEVEL ELEVATOR	7,695.00	+1,716.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0063	MOBILE MODULAR PORTABLE	469.14	+234.57	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
N22M0083	HAUFFE COMPANY INC	46,091.00	+15,000.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0102	ARCHITECTURE 9 PLLLP	21,676.25	+6,500.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	15,000.00	+10,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
N22R0290	AMAZON.COM	421.67	-372.79	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0046	DEELITE DISTRIBUTION	1,000.00	+500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies Instr
N22X0062	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	+5,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22X0083	FEDERAL EXPRESS CORP	4,200.00	+2,200.00	0152950729 5901	Districtwide Expenditures / Communications Postage
N22X0309	COSTCO WHOLESALE	4,500.00	+3,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0344	ADAMSON, GREG	5,075.00	+700.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0345	WATTS, LAWRENCE J	16,316.00	+15,000.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			-13,720.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22Z0013	EXPRESS PIPE AND SUPPLY	8,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0021	HOME DEPOT, THE	22,000.00	+10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0050	SUPERIOR SIGNS AND GRAPHICS	3,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		37,791.76		
	Fund 25 Total:		21,734.57		
	Total Amount of Change Orders:		59,526.33		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0201	PRESSAVVY INC.	3,319.29	3,319.29	0100000000 9510	Unrestricted / Accounts Payable Manual
	Fund 01 Total:	3,319.29			
	Total Amount of Purchase Orders:	3,319.29			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220199 THROUGH 220261 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 27, 2019 through October 24, 2019 contains purchase orders numbered 220199 through 220261 for the 2019/2020 school year totaling \$191,993.19.

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 220199 through 220261 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220199	9/27/2019	10/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2640	\$2,640.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2072	\$6,216.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1875	\$13,125.00	
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090	\$0.3007	\$3,007.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
30	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$3.45	
360	ea	16040	CHOC Milk, NonFat 1/2 PT Eco	\$0.1975	\$71.10	
6	ea	25350	Juice, Orange Gal Plastic	\$4.5145	\$27.09	
1	cs	57050	Margarine, Solid Case 30/1LB	\$24.9762	\$24.98	
					Sales Tax:	\$0.00
					P.O. Total:	\$36,502.11

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220200	9/27/2019	10/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.5600	\$46.80	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.9400	\$44.70	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4807	\$14.81	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5145	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5783	\$12.89	
1	ea	50490	Sour Cream 5#	\$6.9640	\$6.96	
75	ea	25035	Juice, Orange 6oz Eco	\$0.2200	\$16.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$900.97

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220201	9/27/2019	10/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2640	\$1,320.00	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2072	\$1,036.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1875	\$2,812.50	
19	cs	52101	Yogurt, Dannon Straw/Ban 48/4oz (CACFP)	\$10.6800	\$202.92	
1	cs	45876	Soy Milk, Vanilla 18/8oz (CACFP)	\$14.0000	\$14.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,385.42
					Vendor Total:	\$42,788.50

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
California School Nutrition Association	220208	10/1/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Early Bird Registration - Michael Burns	\$260.0000	\$260.00	
1	ea	2	Early Bird Registration - Nancy Wikes	\$455.0000	\$455.00	
1	ea	3	Early Bird Registration - Matthew Granados	\$285.0000	\$285.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,000.00

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Vendor Total:							\$1,000.00
Packaging Machinery & Parts	220211	10/3/2019	10/3/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	SMC air regulator			\$96.3000	\$96.30
1	ea	2	Shipping			\$13.0000	\$13.00
Sales Tax:							\$8.47
P.O. Total:							\$117.77
Vendor Total:							\$117.77
Print Printing, Inc.	220227	10/9/2019	10/9/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2000	ea	1	Flyer color printing			\$0.1800	\$360.00
Sales Tax:							\$27.90
P.O. Total:							\$387.90
Vendor Total:							\$387.90
Gold Star Foods Inc.	220202	9/30/2019	10/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W			\$71.5800	\$3,579.00
3	case	3011	Cereal, Rice Chex GS#203127 96/case			\$23.3600	\$70.08
Sales Tax:							\$0.00
P.O. Total:							\$3,649.08
Gold Star Foods Inc.	220203	9/30/2019	10/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs			\$23.3600	\$840.96
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs			\$23.3600	\$1,261.44
14	cs	4314	Sauce,Taco, Sona Hollen #202312 500/9g.			\$13.3600	\$187.04
Sales Tax:							\$0.00
P.O. Total:							\$2,289.44
Gold Star Foods Inc.	220204	9/30/2019	10/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670			\$4.9400	\$321.10
Sales Tax:							\$0.00
P.O. Total:							\$321.10
Gold Star Foods Inc.	220205	9/30/2019	10/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
53	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs			\$40.3200	\$2,136.96
13	case	4243	Sauce, Marinara, 250/1oz cup GS#401764			\$28.2800	\$367.64
10	case	8006	Shell Taco,6" GS#203043 200ct			\$22.3900	\$223.90
60	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz			\$52.1500	\$3,129.00
50	case	30328	French Toast, Bulk GS#138009 Bakecrafters 143/cs			\$19.9600	\$998.00
23	case	58001	Sausage, Link, Pork GS#401388 Pierre 250/cs			\$26.6400	\$612.72
50	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs			\$9.7600	\$488.00
22	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings			\$124.8600	\$2,746.92

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Gold Star Foods Inc.	220205	9/30/2019	10/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$10,703.14
Gold Star Foods Inc.	220206	9/30/2019	10/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	case	11125	Juice, Paradise Punch 4.23oz GS#240288			\$7.9000	\$395.00
						Sales Tax:	\$0.00
						P.O. Total:	\$395.00
Gold Star Foods Inc.	220210	10/3/2019	10/8/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz			\$39.1400	\$2,739.80
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.			\$52.4400	\$314.64
						Sales Tax:	\$0.00
						P.O. Total:	\$3,054.44
Gold Star Foods Inc.	220212	10/4/2019	10/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
8	case	30313	Bagel, Plain IW GS#134083 72/cs			\$27.6400	\$221.12
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.			\$15.3500	\$153.50
20	case	30355	Concha, Variety Pack, IW GS#133841 84/cs			\$39.7200	\$794.40
						Sales Tax:	\$0.00
						P.O. Total:	\$1,169.02
Gold Star Foods Inc.	220213	10/4/2019	10/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4			\$59.7400	\$597.40
6	case	11076	Juice, Lemon GS# 200550 4/1 gal.			\$37.1800	\$223.08
40	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs			\$30.2900	\$1,211.60
						Sales Tax:	\$0.00
						P.O. Total:	\$2,032.08
Gold Star Foods Inc.	220214	10/4/2019	10/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
7	case	4503	Oil, Canola Olive Blend 4/1 gal. GS#209769			\$62.1500	\$435.05
						Sales Tax:	\$0.00
						P.O. Total:	\$435.05
Gold Star Foods Inc.	220215	10/4/2019	10/15/2019	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
36	cs	1	Cinnamon Swirl 51%WW 72/2oz GS#134544			\$26.4100	\$950.76
						Sales Tax:	\$0.00
						P.O. Total:	\$950.76
Gold Star Foods Inc.	220220	10/7/2019	10/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	30324	Crouton, WG Chs GS#203332 Garlic IW 250/0.5oz.			\$28.5200	\$57.04
12	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs			\$46.6200	\$559.44
3	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs			\$79.4700	\$238.41
14	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.			\$42.4700	\$594.58
						Sales Tax:	\$0.00
						P.O. Total:	\$1,449.47
Gold Star Foods Inc.	220223	10/8/2019	10/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost

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Gold Star Foods Inc.	220223	10/8/2019	10/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$43.2900	\$303.03	
4	case	30009	Hot Dog, GS#140300 Beef 8/1, Hoffy 80/cs	\$32.8200	\$131.28	
10	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs	\$25.0200	\$250.20	
24	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$1,251.60	
Sales Tax:						\$0.00
P.O. Total:						\$1,936.11
Gold Star Foods Inc.	220225	10/8/2019	10/18/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
62	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,656.70	
37	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$51.3600	\$1,900.32	
10	case	30326	Breadstick, Garlic GS#134819 320/case	\$36.2900	\$362.90	
36	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$43.2400	\$1,556.64	
68	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$30.2900	\$2,059.72	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$536.80	
15	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$70.0300	\$1,050.45	
Sales Tax:						\$0.00
P.O. Total:						\$10,123.53
Gold Star Foods Inc.	220228	10/10/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	30220	Chicken Patty, WG GS#141227 104/cs	\$32.3500	\$1,164.60	
47	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$3,232.19	
10	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$39.5900	\$395.90	
Sales Tax:						\$0.00
P.O. Total:						\$4,792.69
Gold Star Foods Inc.	220232	10/16/2019	10/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$93.44	
Sales Tax:						\$0.00
P.O. Total:						\$93.44
Gold Star Foods Inc.	220234	10/16/2019	10/16/2019	10/25/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs	\$36.6000	\$2,379.00	
8	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs	\$28.5300	\$228.24	
63	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$1,204.56	
Sales Tax:						\$0.00
P.O. Total:						\$3,811.80
Gold Star Foods Inc.	220235	10/16/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	59049	Pull Aparts, IW GS#406666 108/cs	\$63.5800	\$1,525.92	
18	case	8006	Shell Taco,6" GS#203043 200ct	\$22.3900	\$403.02	
30	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$1,387.80	
24	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$18.0200	\$432.48	
59	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,528.15	
Sales Tax:						\$0.00
P.O. Total:						\$6,277.37
Gold Star Foods Inc.	220236	10/17/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
64	case	30334	Pancake, WG, Bulk GS#102802 12/12ct	\$25.1300	\$1,608.32	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$536.80	

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Gold Star Foods Inc.	220236	10/17/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
63	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$31.5400	\$1,987.02	
64	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$3,337.60	
20	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$791.80	
Sales Tax:						\$0.00
P.O. Total:						\$8,261.54
Gold Star Foods Inc.	220237	10/18/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
29	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8100	\$1,502.49	
Sales Tax:						\$0.00
P.O. Total:						\$1,502.49
Gold Star Foods Inc.	220238	10/21/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$403.20	
Sales Tax:						\$0.00
P.O. Total:						\$403.20
Gold Star Foods Inc.	220239	10/21/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.	\$9.2100	\$64.47	
1	ea	4007	Cumin Ground, Pacific Spice #202036 5#	\$21.0300	\$21.03	
Sales Tax:						\$0.00
P.O. Total:						\$85.50
Gold Star Foods Inc.	220240	10/21/2019	10/28/2019	10/29/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,739.80	
Sales Tax:						\$0.00
P.O. Total:						\$2,739.80
Gold Star Foods Inc.	220241	10/21/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz	\$17.4700	\$104.82	
Sales Tax:						\$0.00
P.O. Total:						\$104.82
Gold Star Foods Inc.	220242	10/21/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670	\$4.9400	\$321.10	
Sales Tax:						\$0.00
P.O. Total:						\$321.10
Gold Star Foods Inc.	220245	10/21/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$52.4400	\$367.08	
6	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs	\$44.0400	\$264.24	
24	case	8021	Chips, Tortilla GS#208220 80/cs	\$19.1200	\$458.88	
14	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$62.1400	\$869.96	
Sales Tax:						\$0.00
P.O. Total:						\$1,960.16
Gold Star Foods Inc.	220246	10/21/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$716.00	

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Gold Star Foods Inc.	220246	10/21/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
Sales Tax:						\$0.00
P.O. Total:						\$716.00
Gold Star Foods Inc.	220247	10/22/2019	11/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$36.6000	\$1,830.00
28	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$28.5300	\$798.84
52	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$994.24
33	case	30220	Chicken Patty, WG GS#141227 104/cs		\$32.3500	\$1,067.55
Sales Tax:						\$0.00
P.O. Total:						\$4,690.63
Gold Star Foods Inc.	220248	10/22/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$39.7200	\$993.00
8	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs		\$46.6200	\$372.96
Sales Tax:						\$0.00
P.O. Total:						\$1,365.96
Gold Star Foods Inc.	220249	10/22/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	bag	5105	Rice, White, Parboiled LG GS#101936 25#/bag		\$10.7600	\$645.60
16	case	59047	Pizza, Brkfst, Sausage GS#406649 160 ct/3 oz.		\$64.8500	\$1,037.60
Sales Tax:						\$0.00
P.O. Total:						\$1,683.20
Gold Star Foods Inc.	220250	10/22/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	57016	Sandwich, Mini BBQ RibTwins, GS#401766/0543 80/5.4		\$54.0400	\$540.40
Sales Tax:						\$0.00
P.O. Total:						\$540.40
Gold Star Foods Inc.	220251	10/22/2019	11/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
57	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$40.3200	\$2,298.24
43	case	33009	Turkey & Gravy #2847 Jennie-O 4/5#/case		\$1.0000	\$43.00
10	case	20025	Potato Pearls, Basic American, 6/3.5#, GS#400184		\$37.8800	\$378.80
37	case	7662	Cookie Turkey #9005 160/cs wrapped		\$27.0000	\$999.00
52	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$3,006.64
Sales Tax:						\$0.00
P.O. Total:						\$6,725.68
Gold Star Foods Inc.	220253	10/23/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
55	case	59801	Sandwich, Sunbter&GrpJelly, GS#401972 96csSW#11128W		\$71.5800	\$3,936.90
10	case	3011	Cereal, Rice Chex GS#203127 96/case		\$23.3600	\$233.60
Sales Tax:						\$0.00
P.O. Total:						\$4,170.50
Gold Star Foods Inc.	220254	10/23/2019	11/5/2019	11/1/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
Sales Tax:						\$0.00
P.O. Total:						\$321.10

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Gold Star Foods Inc.	220255	10/23/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4		\$54.0400	\$540.40
				Sales Tax:		\$0.00
				P.O. Total:		\$540.40
Gold Star Foods Inc.	220256	10/23/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	8006	Shell Taco,6" GS#203043 200ct		\$22.3900	\$134.34
				Sales Tax:		\$0.00
				P.O. Total:		\$134.34
Gold Star Foods Inc.	220257	10/23/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
7	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$122.29
				Sales Tax:		\$0.00
				P.O. Total:		\$122.29
Gold Star Foods Inc.	220258	10/23/2019	10/29/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
39	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$2,930.07
10	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$40.8900	\$408.90
11	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$619.19
				Sales Tax:		\$0.00
				P.O. Total:		\$3,958.16
Gold Star Foods Inc.	220259	10/23/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$126.1800	\$3,028.32
				Sales Tax:		\$0.00
				P.O. Total:		\$3,028.32
Gold Star Foods Inc.	220260	10/23/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	12201	Sunbutter Cup, GS#208125 200/cs		\$58.3500	\$350.10
				Sales Tax:		\$0.00
				P.O. Total:		\$350.10
Gold Star Foods Inc.	220261	10/24/2019	10/29/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
22	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$28.5300	\$627.66
				Sales Tax:		\$0.00
				P.O. Total:		\$627.66
Vendor Total:						\$97,836.87
P & R Paper Supply Company, Inc.	220209	10/1/2019	10/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$27.5500	\$137.75
6	case	85008	Bowl, 22oz Pactiv THI-0022 500/case		\$24.9500	\$149.70
5	case	85208	Lid Clear Dome 12&22 Sol Pak CDL065 1000/case		\$32.8500	\$164.25
				Sales Tax:		\$0.00
				P.O. Total:		\$451.70

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P & R Paper Supply Company, Inc.	220221	10/7/2019	10/9/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs			\$16.2500	\$162.50
						Sales Tax:	\$12.59
						P.O. Total:	\$175.09
P & R Paper Supply Company, Inc.	220222	10/7/2019	10/16/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
3	case	87203	Foil Sheets 12x10 3/4 HFA-JIF-8960 6/500/cs			\$70.9600	\$212.88
24	cs	85010	Bowl, Styro Unlam 30 oz Pactiv YTH10030 1000/cs			\$44.3000	\$1,063.20
						Sales Tax:	\$0.00
						P.O. Total:	\$1,276.08
P & R Paper Supply Company, Inc.	220226	10/9/2019	10/23/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs			\$25.3500	\$507.00
8	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case			\$32.0500	\$256.40
						Sales Tax:	\$59.16
						P.O. Total:	\$822.56
P & R Paper Supply Company, Inc.	220233	10/16/2019	10/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
24	case	86101	Tray, 8.5x5.5 Regal Plaid Carry CHI-R963CT 500/cs			\$17.5000	\$420.00
						Sales Tax:	\$0.00
						P.O. Total:	\$420.00
P & R Paper Supply Company, Inc.	220243	10/21/2019	10/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #NB182			\$21.9400	\$43.88
2	case	81102	Bag Bun pan 10x14 ELK-BOR1014HD 1000/cs			\$13.9000	\$27.80
3	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280			\$12.6000	\$37.80
						Sales Tax:	\$6.33
						P.O. Total:	\$115.81
P & R Paper Supply Company, Inc.	220244	10/21/2019	10/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
3	case	84107	Cup Coffee 8oz Symp Handle IMV-8PCWH 1M/case			\$36.0500	\$108.15
5	case	83304	Plates, Clear Plastic 6" WNA OP6240CL 240/case			\$46.4000	\$232.00
						Sales Tax:	\$0.00
						P.O. Total:	\$340.15
Vendor Total:							\$3,601.39
Cummins-Allison Corp.	220219	10/7/2019	11/7/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Annual Maintenance Agreement Renewal			\$205.9200	\$205.92
1	ea	1	Parts			\$28.0800	\$28.08
						Sales Tax:	\$2.18
						P.O. Total:	\$236.18
Vendor Total:							\$236.18

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ProGuard Service and Solutions	220207	9/30/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Filter Cartridge SCS100 #93203230	\$392.8500	\$392.85	
1	ea	1	Freight Charge	\$5.4500	\$5.45	
					Sales Tax:	\$30.45
					P.O. Total:	\$428.75
					Vendor Total:	\$428.75
Boyd & Associates	220218	10/7/2019	10/7/2019		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Upgrade Alarm GSM to 4G	\$190.0000	\$190.00	
1	ea	2	Transformer	\$45.0000	\$45.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$235.00
					Vendor Total:	\$235.00
Arrow Restaurant Equipment & Supplies	220230	10/14/2019	10/14/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	EA	1	Chef's Hat, Black Model#DRBKBLKO	\$14.0000	\$140.00	
1	EA	1	Freight Charge	\$38.9000	\$38.90	
					Sales Tax:	\$10.85
					P.O. Total:	\$189.75
					Vendor Total:	\$189.75
N. Harris Computer Corporation	220252	10/22/2019	10/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	ea	HWKP201	Keypad with Display	\$295.0000	\$1,180.00	
					Sales Tax:	\$91.45
					P.O. Total:	\$1,271.45
					Vendor Total:	\$1,271.45
Michael Burns	220224	10/8/2019	10/8/2019		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	85 Degree C Bakery, Invoice dated 8/21/19	\$41.0000	\$41.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$41.00
Michael Burns	220231	10/14/2019	10/14/2019		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Lowe's, Invoice dated 10/13/19	\$34.4400	\$34.44	
					Sales Tax:	\$0.00
					P.O. Total:	\$34.44

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

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

Vendor Total: \$75.44

Descon 220216 10/4/2019 10/4/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	SS-Mod-Main	Signature Sign w/ Logo, 60"w x 18"h	\$325.0000	\$325.00
1	ea	1	Shipping and Handling	\$32.5000	\$32.50

Sales Tax: \$25.19

P.O. Total: \$382.69

Vendor Total: \$382.69

Ashley Nicole Powell 220217 10/4/2019 6/30/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Inv# 07312019 dtd 7/31/19	\$10.5000	\$10.50
1	ea	2	Inv# 08312019 dtd 8/31/19	\$7.0000	\$7.00
1	ea	3	Inv# 09302019 dtd 9/30/19	\$14.0000	\$14.00

Sales Tax: \$0.00

P.O. Total: \$31.50

Vendor Total: \$31.50

Juan Gallardo 220229 10/14/2019 6/30/2020 5648

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	lot	1	Inv.#20-Oct/A dtd 10/14/19	\$230.0000	\$230.00
1	lot	1	Inv.#20-Oct/B dtd 10/14/19	\$300.0000	\$300.00

Sales Tax: \$0.00

P.O. Total: \$530.00

Vendor Total: \$530.00

GRAND TOTAL \$106,293.19
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 124495 THROUGH 124942 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 124495 through 124942 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$3,539,611.39
12 Child Development	14,800.24
25 Capital Facilities	464,979.96
40 Special Reserve	1,155.00
68 Workers' Compensation	44,741.76
81 Property / Liability Insurance	702.77
Total	<u>\$4,065,991.12</u>

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

Funding: The total amount presented for approval is \$4,065,991.12 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 124495 through 124942 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13892 THROUGH 13970 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.

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

Funding: Total cost not to exceed \$352,031.05, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: November 12, 2019

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

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

SUBJECT: REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION REPORT FOR 2018/2019 AND 1st QUARTER REPORT FOR 2019/2020

Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report reflects aggregate data collected during 2018/2019 and fall of 2019 Pursuant to Education Code §1240(2)(H). Copies of both reports are 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 2018/2019 and 1st Quarter Report for 2019/2020.

CH:nm
Attachments



September 27, 2019

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.

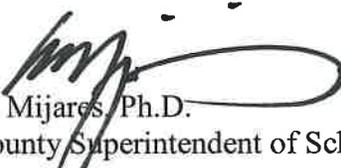
The enclosed report for fiscal year 2018-19 provides aggregate findings for Fullerton School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

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:ag

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

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W. BEDELL, PH.D.

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

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

INSTRUCTIONAL MATERIALS

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/ Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 27, 2018		NONE				
Orangethorpe Elementary	August 27, 2018		NONE				
Pacific Drive Elementary	August 27, 2018		NONE				

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



**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

FACILITIES

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

School	Review Date	Room/Area	Facility Conditions Identified
Commonwealth Elementary	August 23, 2018		NONE
Orangethorpe Elementary	August 23, 2018		NONE
Pacific Drive Elementary	August 23, 2018		NONE

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



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

The SARCs published in 2018-19 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Commonwealth Elementary	March 14, 2019	Yes	N/A	Yes	N/A
Orangethorpe Elementary	March 14, 2019	Yes	N/A	Yes	N/A
Pacific Drive Elementary	March 14, 2019	Yes	N/A	Yes	N/A



**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

TEACHER ASSIGNMENT MONITORING

Fullerton School District did not require teacher assignment reviews in the 2018-19 school year due to being in compliance for misassignments and teacher vacancies for two or more consecutive years.

School	Teacher Misassignments ³	English Language Learner Misassignments	Number of Misassignments Corrected	Teacher Vacancies ⁴	Teacher Vacancies Filled
Commonwealth Elementary	0	0	0	0	0
Orangethorpe Elementary	0	0	0	0	0
Pacific Drive Elementary	0	0	0	0	0

Respectfully submitted,

Nicole Savio Newfield
Administrator, Student Achievement and Wellness

9/27/19

Date

³ 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.

⁴ 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)].



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AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE
JOHN W. BEDELL, PH.D.
REBECCA "BECKIE" GOMEZ
LISA SPARKS, PH.D.
KEN L. WILLIAMS, D.O.

DATE: October 25, 2019
TO: Robert Pletka, Ed.D., Superintendent, Fullerton School District
FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness
SUBJECT: Williams Settlement Legislation 1st Quarter Report

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2019-20 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2019. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FIRST QUARTER REPORT

Instructional Material Reviews

- Three reviews were conducted from August 26 – 30, 2019. Results are enclosed.

School Site Facility Reviews

- Three reviews were conducted on August 23, 2019. Results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the fourth quarter.
- No complaints were filed in your district during the period of April through June 2019.

Upcoming Quarter

- Uniform Complaint Procedure reporting

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

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

NSN:ag

Enclosure

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



**Williams Settlement Legislation
1st Quarter Report
Fullerton School District
2019-20**

INSTRUCTIONAL MATERIALS

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.¹

School	Review Date	Textbook/Instructional Materials Insufficiencies	Subject	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 30, 2019	NONE					
Orangethorpe Elementary	August 26, 2019	McGraw-Hill, Wonders Literature Anthology	English Language Arts	3	19	4	August 26, 2019
Orangethorpe Elementary	August 26, 2019	Houghton Mifflin Harcourt, Houghton Mifflin History-Social Science Communities Level 3	History/Social Science	3	19	5	August 26, 2019
Orangethorpe Elementary	August 26, 2019	MacMillan/McGraw-Hill, California Science	Science	3	19	6	August 26, 2019
Pacific Drive Elementary	August 26, 2019	NONE					

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



**Williams Settlement Legislation
1st Quarter Report
Fullerton School District
2019-20**

FACILITIES

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

School	Review Date	Facility Conditions Identified	Room/Area
Commonwealth Elementary	August 23, 2019	NONE	
Orangethorpe Elementary	August 23, 2019	NONE	
Pacific Drive Elementary	August 23, 2019	NONE	

Respectfully submitted,

Nicole Savio Newfield, Administrator
Student Achievement and Wellness

10/25/19

Date

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

CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Helene Morris, Director of Administrative Services

SUBJECT: **APPROVE/RATIFY 2019/2020 AGREEMENT #49156 FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES (OCFNLPS) PROGRAM AT LAGUNA ROAD SCHOOL AND NICOLAS JR. HIGH SCHOOL EFFECTIVE NOVEMBER 1, 2019**

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership Services (OCFNLPS) takes the form of a partnership service program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership service program consists of a group of young people, along with an adult advisor, who work together to make positive changes in their schools and communities. OCFNLPS staff provide technical assistance, leadership training, and support for chapter development. Students meet during the lunch break.

Laguna Road School and Nicolas Jr. High School have offered a Friday Night Live Partnership Services program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with Fullerton School District, Laguna Road School and Nicolas Jr. High School. Orange County Department of Education is offering a total of \$2,000 in stipends. The two staff members at Laguna Road School and Nicolas Jr. High School who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members' names are:

<u>Laguna Road School:</u>		<u>Nicolas Jr. High School</u>	
Megan Merda	\$334	Lauren Comini	\$500
Casey Smith	\$333	Shawn Moen	\$500
Stephanie Olsen	\$333		

Rationale: Students at Laguna Road School and Nicolas Jr. High School have benefited from the many opportunities for school service, student leadership, and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: A \$2,000 stipend reimbursement will be received from Orange County Department of Education.

Recommendation: Approve/Ratify 2019/2020 Agreement #49156 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective November 1, 2019.

2 AGREEMENT FOR PROVISION OF
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
4 BETWEEN
5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
6 AND
7 FULLERTON SCHOOL DISTRICT
8 FISCAL YEAR 2019-2020

9 This AGREEMENT, entered into this 1st day of November, 2019, which
10 date is enumerated for purposes of reference only, is by and between
11 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa,
12 California 92626, hereinafter referred to as "SUPERINTENDENT", and
13 Fullerton School District, 1401 West Valencia Drive, Fullerton,
14 California 92803, hereinafter referred to as "DISTRICT".

15 WITNESSETH:

16 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
17 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange
18 County Friday Night Partnership services to the residents of Orange
19 County; and

20 WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT
21 for the provision of Orange County Friday Night Live Partnership advisor
22 stipends in order to comply with the Agreement with COUNTY to provide
23 comprehensive primary prevention programs to the residents of Orange
24 County; and

25 WHEREAS, DISTRICT is specially trained, experienced and competent
to perform the services required, and is agreeable to the rendering of
such services according to the terms and conditions hereinafter set
forth.

1 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
3 independent contractor to provide the services as described in the
4 "2019-2020 Participation & Stipend Requirements for School-Based
5 Chapters", which is attached hereto as Exhibit "A" and incorporated
6 herein by this reference. SUPERINTENDENT shall provide advisor stipends
7 to the designated Orange County Friday Night Live chapter advisor(s)
8 at: Laguna Road Elementary School; Parks Junior High School. DISTRICT
9 hereby agrees to perform said work upon the terms and conditions
10 hereinafter set forth for the Educational Services Division.

11 2.0 TERM. DISTRICT shall commence providing services under this
12 AGREEMENT on November 1, 2019 and will diligently perform as required
13 and complete performance by June 30, 2020, subject to termination as
14 set forth in this AGREEMENT.

15 3.0 PAYMENT.

16 A. SUPERINTENDENT agrees to pay DISTRICT for services
17 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the
18 total sum not to exceed Two thousand dollars (\$2,000.00). Reimbursement
19 for Advisor Stipends shall be made at the maximum rate of One thousand
20 dollars (\$1,000.00) for each eligible school chapter. Verification and
21 completion of all activities by June 1, 2020, is required to receive
22 full stipend. Payment to DISTRICT shall be made upon satisfactory
23 performance of activities identified in Section 1.0 of this AGREEMENT,
24 satisfactory completion of reporting requirements, and receipt and
25 approval of an itemized invoice. DISTRICT'S invoice is due to
SUPERINTENDENT no later than June 29, 2020. Payment shall be mailed

1 to: Fullerton School District, 1401 West Valencia Drive, Fullerton,
2 California 92803, or at such other place as DISTRICT may designate in
3 writing. Payment shall be made within thirty (30) days from receipt of
4 an accurate invoice from DISTRICT.

5 B. DISTRICT shall not claim reimbursement for food, equipment
6 purchases, or services provided beyond the expiration and/or termination
7 of this AGREEMENT, except as may otherwise be provided under this
8 AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should
10 DISTRICT fail to comply with any of the provisions set forth in this
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by the State of
14 California. In the event that such funding is terminated or reduced,
15 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
16 obligations hereunder shall be limited to the amount owed to DISTRICT
17 for services thus far performed at the time notice is given to DISTRICT.
18 SUPERINTENDENT shall provide DISTRICT written notification of such
19 termination. Notice shall be deemed given when received by the DISTRICT
20 or no later than three (3) days after the day of mailing, whichever is
21 sooner.

22 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any
23 costs or expenses paid or incurred by DISTRICT in performing services
24 for SUPERINTENDENT, except as follows: N/A.

25 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
AGREEMENT, shall be and act as an independent contractor. DISTRICT

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

13 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify, hold
14 harmless and defend the SUPERINTENDENT, the Orange County Board of
15 Education and its officers, agents and employees from every claim or
16 demand made and every liability, loss, damage or expense, of any nature
17 whatsoever, which may be incurred by reason of:

- 18 (a) Liability for damages for: (1) death or bodily injury to
19 person; (2) injury to, loss or theft of property; or (3) any
20 other loss, damage or expense arising out of (1) or (2)
21 above, sustained by the DISTRICT or any person, firm or
22 corporation employed by the DISTRICT, either directly or by
23 independent contract, upon or in connection with the services
24 called for in this AGREEMENT, however caused, except for
25 liability for damages referred to above which result from
the sole negligence or willful misconduct of the

1 SUPERINTENDENT, the Orange County Board of Education, or its
2 officers, employees or agents.

3 (b) Any injury to or death of any persons, including the
4 SUPERINTENDENT or its officers, agents and employees, or
5 damage to or loss of any property caused by any act, neglect,
6 default, or omission of the DISTRICT, or any person, firm or
7 corporation employed by the DISTRICT, either directly or by
8 independent contract, arising out of, or in any way connected
9 with, the services covered by this AGREEMENT, whether said
10 injury or damage occurs either on or off SUPERINTENDENT'S
11 property, except for liability for damages which result from
12 the sole negligence or willful misconduct of the
13 SUPERINTENDENT, the Orange County Board of Education, or its
14 officers, employees or agents.

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

18 7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
19 AGREEMENT shall not be assigned by the DISTRICT without prior written
20 approval of SUPERINTENDENT.

21 8.0 TOBACCO USE POLICY. In the interest of public health,
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
23 of any tobacco products are prohibited in buildings and vehicles, and
24 on any property owned, leased or contracted for by the SUPERINTENDENT
25 pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with

1 conditions of this policy could result in the termination of this
2 AGREEMENT.

3 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
4 unlawful discrimination in employment of persons because of race, color,
5 religious creed, national origin, ancestry, physical handicap, medical
6 condition, marital status, or sex of such persons.

7 10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or
8 without case, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT
9 shall provide written notice to the other party thirty (30) days in
10 advance of termination. SUPERINTENDENT shall compensate DISTRICT only
11 for services satisfactorily rendered to the date of termination. Written
12 notice by SUPERINTENDENT shall be sufficient to stop further performance
13 of services by DISTRICT. Notice shall be deemed given when received by
14 SUPERINTENDENT or DISTRICT or no later than three (3) days after the
15 day of mailing, whichever is sooner.

16 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served or
21 if mailed on the third day after deposit in any U.S. Post Office. The
22 address to which notices or demands may be given by either party may be
23 changed by written notice given in accordance with the notice provisions
24 of this section. As of the date of this AGREEMENT, the addresses of the
25 parties are as follows:

1 DISTRICT: Fullerton School District
2 1401 West Valencia Drive
3 Fullerton, Californian 92803
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 P.O. Box 9050
8 Costa Mesa, California 92628-9050
9 Attn: Patricia McCaughey

10 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
11 redress for violation of, or to insist upon, the strict performance of
12 any term or condition of this AGREEMENT, shall not be deemed a waiver
13 by that party of such term or condition, or prevent a subsequent similar
14 act from again constituting a violation of such term or condition. Or
15 prevent a subsequent similar act from again constituting a violation of
16 such term or condition. Nevertheless continue in full force and effect,
17 and shall not be affected, impaired or invalidated in any way.

18 13.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in anyway.

23 14.0 APPLICABLE LAWS. The services completed herein must meet the
24 approval of the SUPERINTENDENT and shall be subject to the
25 SUPERINTENDENT'S general right of inspection to secure the satisfactory
completion thereof. DISTRICT 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 DISTRICT, DISTRICT'S business,

1 equipment and personnel engaged in operations covered by this AGREEMENT
2 or accruing out of the performance of such operations.

3 15.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000. DISTRICT and its
4 Subcontractors, if any, that provide services covered by this AGREEMENT
5 shall comply with Section 106(g) of the Trafficking Victims Protection
6 Act of 2000 (22 U.S.C. 7104(g)) as amended by Section 1702.

7 16.0 LOBBYING. DISTRICT shall not use the funds provided by means of
8 this AGREEMENT for lobbying any governmental agency or official.
9 DISTRICT shall file all certificates and reports in compliance with the
10 requirement pursuant to Title 31, Section 1352, U.S.C.A.

11 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
12 be governed by the laws of the State of California with venue in Orange
13 County, California.

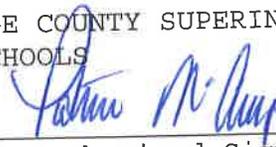
14 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
15 attached hereto constitute the entire agreement among the Parties to it
16 and supersedes any prior or contemporaneous understanding or agreement
17 with respect to the services contemplated, and may be amended only by
18 a written amendment executed by both Parties to the AGREEMENT.

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

20 DISTRICT: FULLERTON SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

21 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

22 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

23 TITLE: _____

TITLE: Administrator

24 DATE: _____

DATE: October 21, 2019

25 Fullerton SD-OCFNLP Advisor Stipend(49156)20
ZIP4

EXHIBIT "A"

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**ORANGE COUNTY DEPARTMENT OF EDUCATION • EDUCATIONAL SERVICES DIVISION
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP**

FNL Kids

2019-2020 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live Kids (FNL Kids) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2019-2020 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, Standards of Practice, and Co-branding: Utilize the FNL Kids name for meetings, events, and activities. Maintain a FNL Kids chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice. <i>Chapters co-branding with another leadership group are to adhere to the Co-Branding Guidelines.</i>	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 4, 2019: Chapter Profile, Chapter Application, Participation Requirements, Media Release, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 5 th day of the following month	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Fall Youth Training: Participate in the Fall Leadership Training or a 2-hour training conducted at school site.	\$100
6. Spring Youth Training/Event: Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. Program Evaluation: Administer the pre-survey to chapter youth by the third chapter meeting of the year. Administer the post-survey to chapter youth in April. A minimum of 80% of current chapter members must participate in the pre and post survey.	\$100
8. Alcohol and Other Drug Prevention Activities: Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs by June 15, 2020. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. School-based Prevention Activity #1: Conduct one (1) prevention activity by December 31, 2019 that results in contact with 60% of the grade 4-6 school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100
10. School-based Prevention Activity #2: Conduct one (1) prevention activity by June 15, 2020 that results in contact with 60% of the grade 4-6 school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



**ORANGE COUNTY DEPARTMENT OF EDUCATION • EDUCATIONAL SERVICES DIVISION
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP**

Club Live

2019-2020 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Club Live advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2019-2020 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, Standards of Practice, and Co-branding: Utilize the Club Live name for meetings, events, and activities. Maintain a Club Live chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice. <i>Chapters co-branding with another leadership group are to adhere to the Co-Branding Guidelines.</i>	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 4, 2019: Chapter Profile, Chapter Application, Participation Requirements, Media Release, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 5 th day of the following month	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Fall Youth Training: Participate in the Fall Leadership Training or a 2-hour training conducted at school site.	\$100
6. Spring Youth Training/Event: Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. Program Evaluation: Administer the pre-survey to chapter youth by the third chapter meeting of the year. Administer the post-survey to chapter youth in April. A minimum of 80% of current chapter members must participate in the pre and post survey.	\$100
8. Alcohol and Other Drug Prevention Activities: Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs by June 15, 2020. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. School-based Prevention Activity #1: Conduct one (1) prevention activity by December 31, 2019 that results in contact with 50% of the school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100
10. School-based Prevention Activity #2: Conduct one (1) prevention activity by June 15, 2020 that results in contact with 50% of the school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **AWARD A CONTRACT TO MIRACLE RECREATION EQUIPMENT COMPANY, PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-17-78-0006B, FOR THE PURCHASE OF RECREATION EQUIPMENT.**

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 recreational equipment and related items, and found that, it is in the best interest of the District to procure those items utilizing the CMAS contract number 4-17-78-0006B. This contract expires on September 30, 2022.

Rationale: Per the provisions of Public Contracts Code §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 recreational equipment as required throughout the district.

Funding: Funding from General Fund, not to exceed \$500,000

Recommendation: Award a contract to Miracle Recreation Equipment Company, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-17-78-0006B, for the purchase of recreation equipment.

RC:MM

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTIVE STEPS FOR BEHAVIOR AND MENTAL HEALTH SERVICES EFFECTIVE OCTOBER 7, 2019 THROUGH JUNE 30, 2020**

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

Rationale: Current rates are as follows:

1:1 Behavior Technician	\$ 51/hour
Clinical Supervision – Master Level	\$ 80/hour
Clinical Supervision – BCBA	\$100/hour
Functional Behavior Assessment – Master Level	\$ 80/hour
Functional Behavior Assessment – BCBA	\$ 98/hour
Group Training	\$ 98/hour

Funding: Total cost of this contract is to be in the amount of the Individual Contractor Agreement, not to exceed \$30,000, and is to be paid from the Special Education General Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective October 7, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **ACTIVE STEPS**, 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 Behavior and Mental Health Services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **October 7, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty Thousand dollars (\$30,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

District shall pay Contractor according to the following terms and conditions:

1:1 Behavior Technician	\$51/hour
Clinical Supervision – Master Level	\$80/hour
Clinical Supervision – BCBA	\$100/hour
Functional Behavior Assessment – Master Level	\$80/hour
Functional Behavior Assessment – BCBA	\$98/hour
Group Training	\$98/hour

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

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

State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **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 Contractor's 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 (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; 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)	\$1,000,000

to the Comprehensive Form)

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

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

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

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

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

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

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

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

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

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

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Active Steps
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 13TH DAY OF NOVEMBER 2019.

FULLERTON SCHOOL DISTRICT

ACTIVE STEPS

By:

By:

Robert Pletka, Ed.D.
Superintendent

Thomas McCool
Owner/Director

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BRETT DINOVI & ASSOCIATES, LLC EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for this nonpublic agency is as follows:

Brett Dinovi & Associates, LLC:	
Behavior Intervention Implementation	\$ 50/per hour
Behavior Intervention Design	\$ 115/per hour
Functional Behavior Assessment	\$1,600/each

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 from the Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contract between Fullerton School District and Brett Dinovi & Associates, LLC effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

AGENCY

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

BRETT DINOVI & ASSOCIATES, LLC

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
BRETT DINOVI & ASSOCIATES, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **13TH DAY OF NOVEMBER**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **BRETT DINOVI & ASSOCIATES, LLC** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 13th, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or

adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
 - \$5,000 medical expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

- C. **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.

- Part A – Statutory Limits
 - Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

- \$1,000,000 per occurrence or, if claims-made, per claim
 - \$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers,

agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, age, , disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award

a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which

employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided

in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a

minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a **nonpublic school**, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being

employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 13th day of November 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
BRETT DINOVI & ASSOCIATES, LLC

Nonpublic School/Agency

LEA,
FULLERTON SCHOOL DISTRICT

By: _____
Signature Date

ISAAC L. BERMUDEZ, BCBA
VICE PRESIDENT

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: ISAAC L. BERMUDEZ, BCBA, VICE PRESIDENT
NPS: BRETT DINOVI & ASSOCIATES, LLC
Address: 23046 AVENIDA DE LA CARLOTA #600, LAGUNA HILLS CA 92653
Phone: 949-543-6950, 888-403-6922 fax
Email: isaac@brettdassociates.com

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: BRETT DINOVI & ASSOCIATES, LLC

CONTRACTOR NUMBER: 9902117

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction \$ Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

- | | | |
|---|----------|----------|
| 1. Behavior Intervention Implementation | \$ 50 | Per hour |
| 2. Behavior Intervention Design | \$ 115 | Per hour |
| 3. Functional Behavior Assessment | \$ 1,600 | Each |

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DANITA ESHMAN FOR OCCUPATIONAL THERAPY SERVICES EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

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

Rationale: Current rates are as follows:
Certified Occupational Therapy Assistant \$ 50/per hour

Funding: Total cost of this contract is to be in the amount of the Individual Contractor Agreement, not to exceed \$30,000, and is to be paid from the Special Education General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Danita Eshman for occupational therapy services effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **DANITA ESHMAN**, 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 Occupational Therapy services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **November 13, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty Thousand dollars (\$30,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

District shall pay Contractor according to the following terms and conditions:

COTA – Certified Occupational Therapy Assistant \$50/hour

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

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **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 Contractor's 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 (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Danita Eshman
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 13TH DAY OF NOVEMBER 2019.

FULLERTON SCHOOL DISTRICT

DANITA ESHMAN

By:

By:

Robert Pletka, Ed.D.
Superintendent

Owner/Director

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Kelly Castillo, Ed.D., Principal, Pacific Drive School

SUBJECT: **APPROVE OC HEALTHY SCHOOLS INITIATIVE GRANT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY DEPARTMENT OF EDUCATION AND ORANGE COUNTY UNITED WAY FROM NOVEMBER 13, 2019 THROUGH AUGUST 31, 2020**

Background: For the past 12 years, Orange County Department of Education (OCDE) has partnered with Fullerton School District (FSD) to provide nutrition education, physical fitness resources, as well as health and wellness support across the District. OCDE is committed to working with its funders to support Title 1 schools in the implementation of the Fullerton School District Wellness Policy. OCDE has identified Pacific Drive School for this program based on recent Fitness Gram scores (a composite score derived from 5th grade physical fitness test results).

Rationale: Implementation of the OC Healthy Schools Initiative Grant will facilitate the formation of a Pacific Drive community wellness committee. Additionally, educational opportunities will be provided for students in the areas of nutrition, physical activity, and healthy beverage consumption. The program will foster parental involvement and empower parents and families to play an active role in supporting physical activity for all students. This program will also support the school in applying for a Healthier Generation National Healthy Schools Award.

Funding: Upon the execution of a final contract, FSD can provide OCDE with invoices for agreed upon expenses up to \$11,000. OCDE will reimburse FSD during the grant period of November 13, 2019 to August 31, 2020.

Recommendation: Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education and Orange County United Way from November 13, 2019 through August 31, 2020.

JL:KC:nm
Attachment

October 25, 2019

Fullerton School District



Re: Proposal *OC Healthy Schools Initiative*

Introduction:

Thank you for the opportunity to submit a proposal on behalf of the Orange County Department of Education (OCDE) Health Sciences Team, which is committed to providing quality health and nutrition education, physical education/physical activity, and wellness programming to Orange County districts and schools. OCDE has provided nutrition, physical activity, and wellness services to Fullerton School District (FSD) schools for over 12 years and is currently providing services across the district. As OCDE renews funding agreements with local partners and secures new funding from community partners, we continue to seek a partnership with FSD so that we may continue supporting safe and healthy school environments that nurture the health and academic achievement of all students.

This proposal will outline funding and services to be provided during the 2019-2020 school year. OCDE has secured St. Jude Medical Center Healthy Communities Initiative funding to continue its commitment to provide Title I FSD schools support in the implementation of the FSD Wellness Policy. Additionally, OCDE has established an agreement with Orange County United Way (OCUW) to support the implementation of a Healthy Schools Initiative that includes a monetary award for Pacific Drive Elementary School.

OCDE and OC United Way Healthy Schools Initiative Grant

- Timeline: November 13th, 2019 to August 31th, 2020
- Schools served: Pacific Drive Elementary School
- Funding: up to \$11,000
 - School selection was based on need due to the high percentage of students “at-health-risk” per the 2015-2016 Physical Fitness Test results
- Funds allocated for Pacific Drive Elementary School will be based on the School Health Index (school based needs assessment) and action plans, per available funding.

Program Description

Subject to availability and receipt of all grant-related funding over the term of the OCDE/United Way agreement, and with FSD Board approval of OCDE Services contract; OCDE will provide Pacific Drive Elementary with training, technical assistance and resources to implement the district wellness policy, provide nutrition education opportunities to students and parents, improve access to water and increase parent involvement and engagement in wellness efforts at the school site during the 2019-2020 school year.

Healthy Schools Initiative Scope of Work

OCDE's Responsibilities:

1. Assist Pacific Drive in establishing a wellness committee to implement the district wellness policy and meet federal mandate.
 - a. Support the facilitation of committee meetings
 - b. Support the completion of a school site assessment (School Health Index) and an action plan through an online portal using the Alliance for a Healthier Generation's Healthy Schools' program
 - c. Support the implementation of nutrition, health, and physical activity improvements for students and families
 - d. Support reporting to the district wellness committee
 - e. Assist Pacific Drive in working towards the Alliance for a Healthier Generation National Healthy Schools Award
2. Increase Pacific Drive parent engagement and involvement in wellness, nutrition and physical activity efforts through partnership with other community agencies.
3. Offer skill based nutrition education and physical activity opportunities for students and parents, including assemblies, taste tests, family nights, etc.
4. Promote healthy beverage consumption and support increasing access to water for students before, during and after school.
5. Provide professional development and resources for teachers to integrate nutrition education into standards.
6. Continue facilitating the Harvest of the Month program, which includes five nutrition education lessons integrated into standards.
7. Collect data to help track and evaluate process, implementation and overall effectiveness of programming.

FSD/Pacific Drive Elementary School's Responsibilities:

1. Pacific Drive Elementary will establish a wellness committee to implement the district wellness policy and meet federal mandate.
 - a. Support the facilitation of committee meetings
 - b. Support the completion of a school site assessment (School Health Index) and an action plan through an online portal using the Alliance for a Healthier Generation's Healthy Schools' program
 - c. Support the implementation of nutrition, health, and physical activity improvements for students and families
 - d. Support reporting to the district wellness committee
 - e. Work towards the Alliance for a Healthier Generation National Healthy Schools Award
2. Pacific Drive Elementary classroom teachers will offer 5 nutrition education lessons to students. *Note: teachers have been conducting the 5 lessons through the Harvest of the Month program for over 4 years, this is not new programming.*

Funding Disbursement:

Upon the execution of a final contract, FSD can provide OCDE with invoices, up to \$11,000 for agreed upon expenses. OCDE will reimburse FSD during the grant period of November 13th, 2019 to August, 31th, 2020.

Next Steps:

Upon receipt of your approval of this Proposal, a contract will be prepared and sent to you for your consideration, review and final Board approval. Thank you for your continuous partnership and your dedication to student health and wellness.

Please feel free to contact me with any questions or concerns.

Thank you,



Dareen Khatib MPH RDN MCHES
Administrator, Health and Wellness
Student Achievement and Wellness
Educational Services Division
Orange County Department of Education
Email: dkhatib@ocde.us | Phn: 714.327.1083 | Cell: 714.369.3783 | Fax: 714.966.0653

Notice of Approval – Please scan and email a signed copy of this Proposal and Approval page at your earliest convenience to:

Susan Lipscomb, Administrative Assistant
Nutrition and Wellness Services
STEM-Health Sciences, Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92828-9050
Email: slipscomb@ocde.us

I have read and approved the attached Proposal. Please prepare a contract for my review and approval.

Fullerton School District

Date

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION FOR SPECIAL EDUCATION PROGRAMS AND PROCEDURES FOR THE 2019/2020 SCHOOL YEAR**

Background: The Orange County Department of Education (OCDE) within this Memorandum of Understanding (MOU) outlines the parameters within which the school districts in the County may utilize the County special education programs and services to individuals with exceptional needs requiring intensive educational services, such as profoundly delayed students, behaviorally challenged students and hard of hearing students. The County provides programs to school districts when the District does not have an appropriate placement for the child. This MOU is effective for the period beginning July 1, 2019 and ending June 30, 2020. Program placements are jointly approved by the school district and the Orange County Department of Education. An explanation of the funding for placement and services is within the context of this MOU as well as scope of the program. Transportation of students is addressed in the context of the MOU. In addition, the Excess Cost actual credit/refund is included in the document.

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 a County program. A number of years ago, a regional program for the hearing impaired was terminated as a regional program based upon the District not desiring to be the regional program. As a result, OCDE took over the oral program for hearing impaired students at the elementary and junior high school level.

Funding: Funding for this program is provided through an Excess Cost determined by OCDE billed to districts monthly using the Special Education Restricted General Fund.

Recommendation: Approve/Ratify Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2019/2020 school year.

JL:RG:vm
Attachment

Memorandum of Understanding Between

The Orange County Superintendent of Schools

And

“Fullerton School District”

2019-2020

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Fullerton School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2019, and ending June 30, 2020.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2019-2020 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law.

For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2019 through June 1, 2020. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program,

whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as “enrolled” on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as “enrolled” or considered a continuing pupil for the following school year.

10. Definitions

a. “Special Education Fiscal Advisory Committee” shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. “Regional Special Education Programs” are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

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

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

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

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and

ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2019-2020 will be based on actual information for 2018-2019 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2019-2020

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

similar overnight delivery service. Notice is deemed to have be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Analee Kredel**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4129

District: Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: Robin Gilligan, Director, Special Education
Fax: (714) 447-7503
Phone: (714) 447-7793

21. No Waiver

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

22. Hold Harmless

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

23. Complete Agreement

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

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

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

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE - [NAME]

BY: *Patricia M. [Signature]*
(Authorized Agent)

DATE: 8/14/19

FULLERTON SCHOOL DISTRICT
DISTRICT - [NAME]

BY: *Milda Segerman [Signature]*
(Authorized Agent)

DATE: July 30, 2019

[Signature] ROBERT PLETKA

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:
DATE: 6/3/19
LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION
BY: *[Signature]* ATTORNEY

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,877.58	170,378	176,776	161,081
Reserve for Economic Uncertainty	9791	901,036.63	904,689	904,077	945,922
Total Beginning Balance	9791	1,085,914.21	1,075,067	1,080,853	1,107,003
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,602,572.00	1,582,126	1,598,834	1,572,130
AB602 Allocation		1,602,572.00	1,582,126	1,598,834	1,572,130
Prior Year Apportionment	8319	28,677.00	-	-	-
Other State Revenue		28,677.00	-	-	-
Interagency Fees Bill Back to Districts	8677	20,306,852.45	21,717,904	19,120,735	22,742,590
Interagency Fees Special Circumstance Aids	8677	4,892,111.70	5,231,816	5,977,173	5,719,212
Interagency Fees - Contracts	8677	93,297.36	100,000	60,000	60,000
Registration & Misc. Fee	8689	475.00	-	4,000	-
Other Local Revenue/EE contract	8699	3,327.72	-	15	-
Other Revenue/Tuition	8710	3,501,323.11	3,748,839	3,914,695	3,914,695
Tuition - Prior Year	8711	-	-	-	-
Other Local Revenue		28,797,387.34	30,798,559	29,076,618	32,436,497
Contribution from Unrestricted	8980	-	-	480,444	240,221
Contribution for Indirect	8981	505,031.81	542,134	531,111	576,278
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	39,448.44	23,718	37,329	37,329
Contribution to Restricted Routine Maint.	8991	(419,318.00)	(419,318)	(412,600)	(529,968)
Contribution to Food Services	8992	(156,457.96)	(190,169)	(196,801)	(193,449)
Contribution to Special Ed	8993				
Total Contributions		410,655.29	398,316	881,434	572,362
Total Revenue		31,925,205.84	33,854,068	32,637,739	35,687,992

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
<i>2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410</i>	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	5,487,521.82	5,624,786	5,302,929	5,680,909
Pupil Support Salaries	1200	1,211,591.13	1,146,745	1,174,396	1,211,416
Supervisor/Administrators	1300	1,130,279.24	1,219,843	1,185,536	1,258,616
Other Certificated	1900	1,297,554.19	1,305,620	1,354,342	1,407,850
Total Certificated		9,126,946.38	9,296,994	9,017,203	9,558,791
Instructional Assistants	2100	7,381,348.63	7,817,713	7,751,408	8,406,711
Classified Support Salaries	2200	726,238.46	729,144	800,750	816,658
Supervisors/Managers	2300	596,453.05	534,130	625,869	629,497
Clerical/Technical	2400	752,519.58	791,165	735,213	783,970
Short term Sub	2900	1,478.68	2,494	1,300	2,300
Total Classified		9,458,038.40	9,874,646	9,914,540	10,639,136
STRS/PERS	3100-3200	2,639,754.07	2,986,198	2,984,229	3,413,409
Medicare and PARS	3300	260,879.62	282,197	289,655	301,206
Health and Welfare	3400	4,564,472.62	4,868,955	4,514,191	5,041,809
Unemployment	3500	9,131.11	9,645	9,669	10,021
Worker's Comp	3600	318,648.25	327,526	324,353	336,814
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	37,703.50	38,455	519,456	280,224
Total Benefits		7,830,589.17	8,512,976	8,641,553	9,383,483
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	580	1,030	1,530
Materials and Supplies	4300	228,098.22	1,081,473	282,242	966,632
NonCapitalized Equipment	4400	6,681.28	50,898	22,946	38,213
Total Books and Supplies		234,779.50	1,134,451	307,718	1,007,875
Travel and Conference	5200	108,043.64	119,549	103,360	106,932
Dues and Membership	5300	750.00	1,080	944	944
Utilities	5500	183,139.04	219,811	176,100	176,600
Rents/Leases/Repairs	5640	316,624.44	303,002	315,702	315,702
Repairs/Maintenance	5600	31,240.50	61,840	28,657	39,465
Transfer of Direct Costs	5700	38,337.30	43,805	44,364	44,594
Professional/Consulting Services	5800	139,226.47	318,799	171,788	203,689
Communications	5900	96,446.95	84,753	78,818	84,462
Total		913,808.34	1,152,639	919,733	972,388
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500			40,000	75,000
Total				40,000	
Support Costs	7340	2,066,704.48	2,203,820	2,158,878	2,368,952
Support Contributions	7341	505,031.81	542,134	531,111	576,278
Total Support		2,571,736.29	2,745,954	2,689,989	2,945,231
Total Expenditures		30,135,898.08	32,717,660	31,530,736	34,508,904
Restricted Fund Balance Low Incidence	9780/9740	176,775.57	154,878	161,081	145,881
Reserve for Economic Uncertainty	9780/9740	904,076.94	981,530	945,922	1,035,207
Ending Fund Balance		1,789,307.76	1,136,408	1,107,003	1,181,088
Total Bill Back		19,598,397.20	21,717,904	19,120,735	22,742,590
Average Enrollment		395.50	400	405	410
Estimated Bill Back per Pupil		49,553.47	54,295	47,183	55,470
Proposed Refund to District		1,791.29			
Actual Billing		47,762.18	54,295	47,182.57	55,469.73

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2019-20 Pupil Transportation Budget
Exhibit B

	2019-20
1. Average number of pupils transported	250
2. Maximum number of billable days	202
3. Classified Salaries	\$ 113,083
4. Employee Benefits	\$ 45,116
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,718,505
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 4,718,505
13. Direct Support costs	\$ 183,299
14. Indirect Support Costs @ 1%	\$ 1,833
15. Total Transportation Cost Allocation	\$ 4,903,637
16. State Transportation Entitlement	\$ 1,626,235
Total	\$ 1,626,235
17. Excess Transportation Cost	\$ 3,277,402
17a. *Per Pupil Excess Cost Line17/Line1	\$ 13,110
17b. *Per Day Excess Cost Line17a/Line2	64.90

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.

Budget does not include FY19-20 anticipated contract increases

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC SCHOOL MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Nonpublic schools serve those students who are unable to receive a Free and Appropriate Public Education (FAPE) within those programs offered in the District, due to the severity of the disability or the fact that the student is a danger to self and others.

The rates for this nonpublic school are as follows:

Summit View School DBA STEM3 Academy OC:

Basic Education Program/Special Education Instruction	\$ 185/per day
Counseling Individual	\$ 116/per hour
Counseling Individual	\$ 58/per half hour
Counseling Group	\$ 58/per hour
Counseling Group	\$ 35/per half hour
Language and Speech	\$ 116/per hour
Language and Speech	\$ 70/per half hour
Language and Speech Group	\$ 62/per hour
Language and Speech Group	\$ 37/per half hour
1:1 Aide	\$ 33/per hour
Adult Assistant Group	\$ 22/per hour
Occupational Therapy Individual	\$ 137/per hour
Occupational Therapy Individual	\$ 82/per half hour
Occupational Therapy Group	\$ 78/per hour
Occupational Therapy Group	\$ 47/per half four

Rationale: Nonpublic school are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of this contract is to be in the amount of the Individualized Service Contract and is to be paid from Special Education budget (#420).

Recommendation: Approve Nonpublic School Master Contract between Fullerton School District and Summit View School dba STEM3 Academy OC effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

SCHOOL

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

SUMMIT VIEW SCHOOL

DBA

STEM3 ACADEMY OC

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **13th day of November, 2019**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 13, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or

adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
 - \$5,000 medical expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

- C. **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.

Part A – Statutory Limits

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

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

- \$1,000,000 per occurrence or, if claims-made, per claim
 - \$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers,

agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, age, , disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award

a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which

employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided

in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a

minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a **nonpublic school**, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being

employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 13th day of November 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
SUMMIT VIEW SCHOOL
DBA STEM3 ACADEMY OC

LEA,
FULLERTON SCHOOL DISTRICT

Nonpublic School/Agency

By: _____
Signature Date

SUSAN BERMAN
COO

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: CAROL ENNIS
NPS: SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC
Address: 13130 BURBANK BLVD, SHERMAN OAKS CA 91401
Phone: 949-835-3988
Email: cennis@thehelpgroup.com

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC

CONTRACTOR NUMBER: 30-10306-6158414

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction \$ 185 Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

1. Counseling Individual	\$ 116	Per hour
2. Counseling Individual	\$ 58	Per half hour
3. Counseling Group	\$ 58	Per hour
4. Counseling Group	\$ 35	Per half hour
5. Language and Speech	\$ 116	Per hour
6. Language and Speech	\$ 70	Per half hour
7. Language and Speech Group	\$ 62	Per hour
8. Language and Speech Group	\$ 37	Per half hour
9. 1:1 Aide	\$ 33	Per hour
10. Adult Assistant Group	\$ 22	Per hour
11. Occupational Therapy Individual	\$ 137	Per hour
12. Occupational Therapy Individual	\$ 82	Per half hour
13. Occupational Therapy Group	\$ 78	Per hour
14. Occupational Therapy Group	\$ 47	Per half hour

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTERN YOUTH SERVICES EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for this nonpublic agency are as follows:

Western Youth Services:	
Counseling and Guidance	\$ 120/per hour
Parent Counseling and Training	\$ 120/per hour
Psychological Services	\$ 120/per hour
Assessment and In Home Behavioral	\$ 120/per hour

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 from the Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contract between Fullerton School District and Western Youth Services effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

AGENCY

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

WESTERN YOUTH SERVICES

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
WESTERN YOUTH SERVICES

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **13TH DAY OF NOVEMBER**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **WESTERN YOUTH SERVICES** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 13th, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or

adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
 - \$5,000 medical expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

- C. **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.

- Part A – Statutory Limits
 - Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

- \$1,000,000 per occurrence or, if claims-made, per claim
 - \$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers,

agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student’s advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR’s facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR’s school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as “IEE”) and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, age, , disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award

a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which

employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided

in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a

minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a **nonpublic school**, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being

employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 13th day of November 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
WESTERN YOUTH SERVICES

Nonpublic School/Agency

LEA,
FULLERTON SCHOOL DISTRICT

By: _____
Signature Date

LORRAYNE LEIGH BELHUMEUR, PHD
CEO

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: RENEE SHEFFNER
NPS: WESTERN YOUTH SERVICES
Address: 23461 SOUTH POINTE DRIVE #200, LAGUNA HILLS CA 92653
Phone: 949-900-3247, 949-900-3243 fax
Email: renee.sheffner@westernyouthservices.org

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: WESTERN YOUTH SERVICES

CONTRACTOR NUMBER: 9900305

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction \$ Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

- | | | |
|---|--------|----------|
| 1. Counseling and Guidance | \$ 120 | Per hour |
| 2. Parent Counseling and Training | \$ 120 | Per hour |
| 3. Psychological Services | \$ 120 | Per hour |
| 4. Assessment and In Home Behavioral Services | \$ 120 | Per hour |

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY AGREEMENT NUMBER 48983 BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, FULLERTON SCHOOL DISTRICT, AND EARLY QUALITY SYSTEMS, LLC, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020, FOR QUALITY RATING IMPROVEMENT SYSTEM IMPLEMENTATION AND DATA MANAGEMENT FOR CALIFORNIA STATE PRESCHOOL AND TUITION-BASED PRESCHOOL PROGRAMS**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools, as well as tuition-based preschool programs at Beechwood and Sunset Lane Schools. Orange County Superintendent of Schools offers services, in accordance with California Quality Rating and Improvement System (QRIS), to enhance and improve the overall quality of the District’s State Preschool Program. Agreement Number 48983, between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, awards the District a QRIS Incentive Fund amount not to exceed \$1,000 to support high quality instruction and environments in the early childhood program.

Rationale: Early Quality Systems, LLC will host, maintain, and fully secure web-based QRIS data collection and program management system known as iPinwheel. Fullerton School District will upload to the iPinwheel database information that is necessary for QRIS rating. QRIS Incentive Funds will provide materials and services that are tied to the Continuous Quality Improvement Plan (CQIP) in iPinwheel for the District’s State Preschool Program.

The Agreement is available for review in the Superintendent’s Office.

Funding: Fullerton School District will receive an amount not to exceed \$1,000. Funding will support State-funded preschool budget (#340).

Recommendation: Approve/Ratify Agreement Number 48983 between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, effective July 1, 2019 through June 30, 2020, for Quality Rating Improvement System Implementation and Data Management for California State Preschool and Tuition-Based Preschool Programs.

EF:MC:ln

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: APPROVE/RATIFY ADDENDA BETWEEN BOYS & GIRLS CLUB OF FULLERTON AND CITY OF FULLERTON FOR CONTRACT COST ADJUSTMENT FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval was granted on June 18, 2019 for the agreements with Boys & Girls Club of Fullerton and City of Fullerton. Addenda are requested for contract cost adjustments due to an increase in the After School Education and Safety Program Grant Award which increases the dollar amount per student and therefore increases the “not to exceed” amounts for these contracts.

Rationale: The Proposition 49 Grant-Funded After School Program has been a collaboration between the Fullerton School District and these community-based organizations to serve 1,300 students daily since the inception of the program.

Funding: Payment solely from Proposition 49 Grant-Funded After School Education and Safety Program.

Recommendation: Approve/Ratify Addenda between Boys & Girls Club of Fullerton and City of Fullerton for contract cost adjustment for the 2019/2020 school year.

JL:MC:ln
Attachments

ADDENDUM

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND
BOYS & GIRLS CLUB OF FULLERTON

This addendum is being submitted for contract cost adjustment due to increase in the After School Education and Safety Program Grant Award which increases the dollar amount per student and therefore increases the "not to exceed" amount. Board item originally submitted on June 18, 2019 (Item #1p).

Original "not to exceed" amount: \$160,480.80

New "not to exceed" amount: \$175,881.60

FULLERTON SCHOOL DISTRICT

Robert Pletka, Superintendent

Date

BOYS & GIRLS CLUB OF FULLERTON

Brett Ackerman, CEO

Date

Prepared by:

Marilee Cosgrove
Marilee Cosgrove

ADDENDUM

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND
CITY OF FULLERTON

This addendum is being submitted for contract cost adjustment due to increase in the After School Education and Safety Program Grant Award which increases the dollar amount per student and therefore increases the "not to exceed" amount. Board item originally submitted on June 18, 2019 (Item #1p).

Original "not to exceed" amount: \$304,137.00

New "not to exceed" amount: \$333,324.00

FULLERTON SCHOOL DISTRICT

Robert Pletka, Superintendent

Date

CITY OF FULLERTON

Signature

Date

Prepared by: Marilee Cosgrove
Marilee Cosgrove

CONSENT ITEM

DATE: November 12, 2019

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

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

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

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE AND INSTALLATION OF RUBBER PLAYGROUND SAFETY SURFACE MATERIALS LOCATED AT WOODCREST ELEMENTARY SCHOOL

Background: On April 17, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, with KYA Services, LLC, Project No. 1-1-16805C, for the purchase and installation of safety playground materials. Playground materials consist of rubber playground bounce back safety surface for the students attending Woodcrest Elementary School.

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

Funding: The amount not to exceed \$116,417.73 will be paid from the Special Reserve Fund for Capital Outlay.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of rubber playground safety surface materials located at Woodcrest Elementary School.

RC:SS:ys
Attachment

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

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

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Woodcrest Elementary School, 455 W. Baker Avenue, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 12th day of November 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, Project No. 1-1-16805C for purchase and installation of repair and safety improvement playground material consisting of rubber playground bounce back safety surface for the students attending Woodcrest Elementary School.

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 _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s)
who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: November 12, 2019

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

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

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

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH JOHN R. BYERLY INCORPORATED, TO CONTINUE TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING/TESTING, MATERIALS LABORATORY TESTING AND SPECIAL INSPECTIONS AS PART OF ROBERT C. FISLER – SCHOOL IMPROVEMENTS PROJECT**

Background: The District has installed a new Modular Classroom Building at Robert C. Fisler School as part of the School Improvements Project. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional geotechnical engineering/testing, materials laboratory are necessary to meet these standards.

Rationale: School construction projects are governed by the DSA. The DSA reviews and approves school construction plans for projects that are required to meet a specific criteria. The geotechnical engineering/testing firm will provide the District with the materials lab testing necessary for approvals from DSA.

District staff recommends continuing the agreement with John R. Byerly Incorporated, for geotechnical engineering/testing, materials laboratory testing and special inspections. John R. Byerly Incorporated is a full-service firm specializing in assisting school districts during the work process with materials testing services as required by the Division of the State Architect (DSA).

Funding: Cost are set at professional hourly rates as detailed in Exhibit A and will be paid from Fund 25 (Capital Facilities Fund) and District 48 (Amerige Heights). Amount not to exceed \$25,543.00.

Recommendation: Approve/Ratify agreement with John R. Byerly Incorporated, to continue to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of Robert C. Fisler – School Improvements Project.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **John R. Byerly Incorporated**, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Robert C. Fidler – School Improvements Project, FSD-18-19-DF-01**, hereinafter referred to as “Services”.
2. Term. Contractor shall commence providing Services under this Agreement on **September 1, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **hourly rates as set forth in Exhibit A**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or 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 (or 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 Contractor's 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 (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
John r. Byerly, Inc.
2257 South Lilac Avenue
Bloomington, CA 92316-2907

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 12th DAY OF NOVEMBER 2019

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

John R. Byerly, Inc.

By:



John R. Byerly, President

On File

Taxpayer Identification Number



John R. Byerly
I N C O R P O R A T E D

April 29, 2019

Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

File No.: C-1012
I.D. No.: 041935

- Attention: Scott Schlabsz, Director of Facilities, Maintenance and Operations
- Project: Robert C. Fislser Elementary School, New Modular Classroom Building, 1350 Starbuck Street, Fullerton, California; DSA File No. 30-12, DSA Application No. 04-117827
- Subject: Proposal for Geotechnical Engineering, Special Inspections, and Laboratory Testing Services
- References: (a) Project Plans, Architecture 9, DSA Approved, July 18, 2018
(b) DSA – 103, List of Required Structural Tests and Special Inspections, DSA Approved, January 31, 2019
(c) Geotechnical Evaluation, Ninyo & Moore, October 31, 2018, Project No. 210828001

Ladies and Gentlemen:

We are pleased to present this proposal for geotechnical engineering/testing, materials laboratory testing, and special inspection services that will be needed during construction of the new modular classroom building and associated improvements at Robert C. Fislser Elementary School. We understand that the District will contract directly with an in-plant inspector for the modular building. We also understand a construction schedule is currently unavailable at this time, however, based on our review of the referenced documents and our experience with similar projects; the following tests/inspections will likely be required for this project.

Our fees are predicated on time consumption computed at the unit rates listed on the enclosed Schedule of Fees. The following table lists our estimated scope of services and fees

FEE SUMMARY:

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Grading Inspection compaction testing	40 hours	95.00*	3,800.00
Foundation soil inspection	8 hours	95.00*	760.00
Compaction tests, subgrade	8 hours	95.00*	760.00
Compaction tests, utility trench backfill	20 hours	95.00*	1,900.00
Laboratory test, maximum density, (soil)	2 tests	160.00	320.00
Laboratory test, grain size analysis, (soil)	2 tests	120.00	240.00
Laboratory test, sulfate and corrosion (soil)	1 test	125.00	125.00
Laboratory test, expansion index (soil)	1 test	150.00	150.00
Compaction tests, aggregate base	8 hours	95.00*	760.00
Laboratory test, maximum density, (base)	1 test	180.00	180.00
Laboratory test, grain size analysis, (base)	1 test	120.00	120.00
Tag, identify, and sample reinforcing steel	8 hours	75.00	600.00
Laboratory test, reinforcing steel tensile and bend tests	3 sets	88.00	264.00
Concrete mix design review	2 mixes	120.00	240.00
Concrete batch plant inspection (assumes 2 pours)	16 hours	95.00*	1,520.00
ACI technician, fabrication of concrete test cylinders, including slump/temperature testing	16 hours	95.00*	1,520.00
Pick up/deliver concrete/mortar/grout samples	20 hours	75.00	1,500.00
Compression testing of concrete test cylinders	3 sets	114.00	342.00
Masonry veneer inspection (periodic)	20 hours	95.00*	1,900.00
Compression testing of mortar/grout samples	6 sets	112.00	672.00
Veneer bond tests	8 hours	95.00*	760.00
Special inspection, post-installed anchors	8 hours	95.00*	760.00
Pull tests/torque tests of post-installed anchors	8 hours	95.00*	760.00
Shop, ultrasonic/magnetic particle tests of welds	16 hours	105.00	1,680.00
Special inspection, field welding	10 hours	95.00*	950.00
Staff engineer, (supervision/report preparation)	12 hours	120.00	1,440.00
Principal engineer, (report review/signature)	8 hours	190.00	1,520.00
Total:			\$25,543.00

* indicates prevailing wage



John R. Byerly
I N C O R P O R A T E D

SCHEDULE OF FEES

AUGUST 1, 2018

PREVAILING WAGE



John R. Byerly

I N C O R P O R A T E D

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SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

(Prevailing Wage Rate – where applies)
August 1, 2018

PROFESSIONAL PERSONNEL

Principal Engineer	Per Hr.	\$ 190.00
Project Engineer	Per Hr.	150.00
Staff Engineer.....	Per Hr.	120.00
Expert Witness Preparation	Per Hr.	190.00
Expert Witness Testimony (at trial or deposition).....	Per Hr.	300.00

FIELD PERSONNEL

Field Technician (including density testing).....	Per Hr.	95.00
Supervising Field Technician.....	Per Hr.	115.00
Staff Engineer.....	Per Hr.	120.00
Field Exploration Equipment.....	Local Prevailing Rate + 20%	
Subsistence	Quotation	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 75.00
Supervising Laboratory Technician	Per Hr.	90.00
Atterberg Limits		
Liquid Limit	Each	80.00
Plastic Limit	Each	90.00
Shrinkage Limit.....	Each	100.00
Plasticity Index.....	Each	170.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination).....		
	Each	450.00

Geotechnical Laboratory Testing (continued)

Consolidation Testing (without time rate)	Each	\$ 200.00
Add one time rate	Each	90.00
Corrosion Tests		
pH	Each	25.00
Minimum Resistivity	Each	30.00
Sulfate	Each	25.00
Chloride	Each	25.00
Redox Potential	Each	25.00
Sulfide	Each	25.00
Corrosion Series	Each	125.00
Direct Shear Tests (3-point)	Each	225.00
Direct Shear Tests - Residual (per point)	Point	140.00
Expansion Index	Each	150.00
Expansion Study (3 points remolded) (maximum density not included)	Each	340.00
Grain Size Analysis (Gradation)		
Sieve Analysis (including wash passing No. 200 sieve)	Each	120.00
Sieve Analysis Plus Hydrometer	Each	250.00
% Passing No. 200 Sieve	Each	50.00
Optimum Moisture and Maximum Dry Density		
Lab Max – (4-inch mold)	Each	160.00
Lab Max – (6-inch mold)	Each	180.00
Lab Max – California 216 Method	Each	180.00
Organic Content	Each	55.00
Moisture Content	Each	30.00
Moisture/Density Determination – Tube Sample	Each	45.00
"R" Value		
Untreated Material	Each	275.00
Lime or Cement Treated Material	Each	300.00
Sand Equivalent (average of 4)	Each	105.00

SPECIAL INSPECTION SERVICES

INSPECTION FEES

Aggregate, Plant Sampling	Hour	\$ 95.00
Asphalt, Paving	Hour	95.00
Asphalt, Batch Plant	Hour	95.00
Commercial Building Inspection (Wood Framing, ICC)	Hour	95.00
Concrete, Batch Plant.....	Hour	95.00
Concrete, Placing	Hour	95.00
Concrete, Placing Pre-Stress	Hour	95.00
Concrete, Pre and Post-Tensioning	Hour	95.00
Drilled Piers or Piles	Hour	95.00
Driven Piles	Hour	95.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC)	Hour	95.00
Fireproofing Inspection	Hour	95.00
Ground Rod	Hour	110.00
Gunite, Placing	Hour	95.00
Hi-Tensile Bolting	Hour	95.00
Magnetic Particle Testing	Hour	120.00
Masonry Placing Inspection.....	Hour	95.00
Pachometer Meter Reinforcing Steel Locator	Hour	115.00
Pull Tests of Anchor Bolts/Dowels	Hour	95.00
Reinforcing Steel, Placing	Hour	95.00
Schmidt Concrete Hammer.....	Hour	100.00
Shop Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC).....	Hour	95.00
Skidmore Testing	Hour	150.00
Special Inspector	Hour	95.00
Torque Testing of High Strength Bolts	Hour	95.00
Ultrasonic Testing.....	Hour	120.00
Witness Installation of High Strength Bolts	Hour	95.00

MATERIALS TESTING SERVICES

AGGREGATE TEST

Absorption	Each	\$ 40.00
Clay Lumps and Friable Particles.....	Each	75.00
Cleanness Value (Fine or Coarse)	Each	125.00
Decantation (No. 200)	Each	35.00
Deleterious Substances Determination	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis)	Each	130.00
Flat and Elongated Pieces (Per Size Fraction).....	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles.....	Each	135.00

Aggregate Test (continued)

Los Angeles Rattler	Each	\$ 230.00
Moisture	Each	30.00
Organic Impurities	Each	55.00
Percent Clay in Sands by Hydrometer	Each	180.00
Percent Passing No. 200 Sieve	Each	50.00
Percent Shale	Each	95.00
Permeability of Granular Soil (ASTM D 2434)	Each	225.00
Potential Reactivity (Chemical Method)	Each	Quotation
Sand Equivalent	Each	105.00
Sieve Analysis (Fine or Coarse - Processed)	Each	75.00
Sieve Analysis (Pit Run)	Each	120.00
Soft Particles	Each	95.00
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00
Specific Gravity (Fine or Coarse)	Each	75.00
Voids	Each	65.00
Weight Per Cubic Foot	Each	75.00
Deposit Evaluation	Each	Quotation

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Coring with Diamond Bit (Includes Bit Charge)	Hour	150.00
(Contractor to provide access)		
Density of Cores	Each	45.00
Film Stripping	Each	80.00
Los Angeles Rattler	Each	230.00
Laboratory Standard Density (Marshall)	Each	165.00
Laboratory Standard Density (Hveem)	Each	165.00
Moisture Vapor Susceptibility	Each	Quotation
Mix Design	Each	135.00
Mix Design Studies (Marshall or Hveem)	Each	450.00
Pavement Evaluation	Each	Quotation
Plant Sample - % Asphalt, Ignition Oven	Each	135.00
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00
Ignition Oven Aggregate Correction	Each	180.00
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	325.00
Stability Test - "S" Value (Hveem Method)	Each	235.00
Stability Test (Marshall Method - Set of 3)	Each	235.00
Theoretical Maximum Specific Gravity (Rice)	Each	105.00
Thickness of Pavement	Each	15.00

CONCRETE

Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 30.00
Coring (Includes Bit Charge)	Hour	150.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	80.00
Field Technician	Hour	95.00
Molding Cylinders and Beams	Hour	95.00
Pachometer Reinforcing Steel Locator.....	Hour	115.00
Pick up Cylinders	Hour	75.00
Pre-Stress and Post-Tensioning Inspection	Hour	95.00
Schmidt (Rebound) Hammer	Hour	100.00
Compression Test – 6"x12" Cylinders	Each	25.00
Hold Cylinders (Not Tested)	Each	14.00
Cylinder Molds – 6"x12" with Lids.....	Each	5.00*
Compression Test – Concrete or Shotcrete Cores		
8" Maximum Diameter	Each	25.00
Compression Test – Shotcrete - 6"x12" Cylinders	Each	40.00
Compression Test – Gypsum Cylinders	Each	25.00
Coring Shotcrete Test Panels	Each	15.00
Gypsum Cylinders – Dried to Constant Weight.....	Each	22.00
Mix Designs		
First Design (Exclusive of Aggregate Tests).....	Each	120.00
Additional Design (Same Report).....	Each	90.00
Review of Mix Design	Each	120.00
Modulus of Elasticity – 6"x12" Cylinders.....	Each	125.00
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00
Moisture Vapor Kit	Each	25.00
Saw-Cutting Samples for Testing (If Required).....	Each	10.00
Shrinkage Test (Set of 3)	Each	450.00
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00
Splitting Tensile Test	Each	50.00
Trial Batch in Laboratory		
(Including Air Content, Unit Weight Water Demand,		
Slump and Strength Determinations		
(1 at 7 days and 2 at 28 days)	Each	450.00
Unit Weight of Cylinders.....	Each	25.00

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00
Cohesion/Adhesion	Each	45.00
Density.....	Each	40.00
Dry Film Fireproofing Testing	Hour	140.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

Coring (Includes Bit Charge)	Hour	\$ 150.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	80.00
In-Place Shear Testing	Hour	95.00
Molding Grout and Mortar.....	Hour	95.00
Sample Masonry Units	Hour	70.00
CMU, Compression	Each	45.00
CMU, 24-Hour Absorption	Each	40.00
CMU, Moisture Content.....	Each	40.00
CMU, Density (Unit Weight)	Each	30.00
CMU, Lineal Shrinkage (Rapid Method).....	Each	90.00
CMU, Dimensions	Each	20.00
CMU, C140 Complete Testing	Each	650.00
Brick, Compression	Each	35.00
Brick, 24-Hour Absorption	Each	40.00
Brick, 5-Hour Absorption	Each	40.00
Brick, Modulus of Rupture	Each	35.00
Grouted Masonry Prism Compression	Each	175.00
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	350.00
Mortar and Grout Specimens, Compression.....	Each	28.00
Masonry Cores, Compression 8" Maximum Diameter	Each	47.00
Masonry Cores, Shear 8" Maximum Diameter.....	Each	67.00
Tensile Test – CMA Method.....	Each	160.00
Saw-Cutting Samples for Testing (If Required).....	Each	10.00
Unit Weight of Units.....	Each	25.00
Mortar Cement Permeable Voids (ASTM C642).....	Each	75.00

REINFORCING AND STRUCTURAL STEEL

Bolt – Hardness Only.....	Each	\$ 40.00
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	100.00
Magnetic Particle Testing	Hour	120.00
Nut – Hardness (Proof Load Under 100,000 lbf).....	Each	45.00
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf).....	Each	55.00

Reinforcing and Structural Steel (continued)

Tension and Elongation (Reinforcing Steel)		
No. 11 or Smaller	Each	50.00
No. 14	Each	120.00
No. 18 (Proof Test).....	Each	120.00
Ultrasonic Testing.....	Hour	\$ 120.00
Washer - Hardness	Each	35.00
Welder's Qualification Test – AWS and ASME Procedures		Quotation
Bend Test (Reinforcing Steel)	Each	38.00
Welded Wire Mesh Bend Test	Each	35.00
Welded Wire Mesh Shear Test	Each	40.00
Tension (Structural Steel).....	Each	46.00
Bend Test (Structural Steel).....	Each	46.00
Torque Testing of High Strength Bolts	Hour	95.00
Tag, Identify, and Sample Rebar or Structural Steel.....	Hour	75.00
Machining Coupons for Test (Tensile or Bend).....		Quotation

ROOF TILE

Sample Roof Tile.....	Hour	\$ 75.00
Strength.....	Each	50.00
Absorption	Each	50.00
Permeability.....	Each	70.00

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00
Additional Technician	Hour	68.00

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00
Expert Witness Preparation	Hour	190.00
Modular Construction, Inspection and Certification	Hour	95.00
Roof Tests and Inspection.....	Hour	95.00
Structural Failure Investigation		Quotation
Verification of Fabricator's Quality Control Capabilities.....		Quotation
Welder Qualification Test		Quotation
Glue Laminated Structural Lumber	Local Prevailing Rate + 20%	

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONDITIONS AND WORKING HOURS

<u>Minimum Charges</u>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time
<u>Travel Time</u>	Travel time will be charged from Bloomington to site of work and return.
<u>Regular Time</u>	First 8 hours, Monday through Friday.
<u>Time and One-Half</u>	First 12 hours on Saturday Monday through Friday after first 8 hours through 12 hours of shift.
<u>Double Time</u>	All day Sunday and after first 12 hours Monday through Saturday. Holidays: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day.
<u>Parking</u>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<u>Agency Approval of Special Inspectors</u>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<u>Subsistence</u>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<u>Completion</u>	Inspector will remain on job until discharged by competent authority.
<u>Cancellation</u>	No charge if made before 4:00 p.m. of the preceding day. If cancellation is received after 4:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<u>Terms of Payment</u>	Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D. All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Anthony Abney, Principal, Maple School

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR COTSEN MENTOR TO ATTEND THE TEACHERS COLLEGE READING INSTITUTE, COLUMBIA UNIVERSITY, NEW YORK, JANUARY 26-29, 2020**

Background: Maple School has made significant investments this year to increase high-quality Tier 1 and Tier 2 instruction in reading and writing through our new Balanced Literacy program. Reading Workshop implementation is the cornerstone of our plan to personalize reading instruction and build a love of reading in all of our students. Reading Workshop focuses on the goal of building lifelong readers. The principal has also taken all staff through Reading Workshop teaching reflection cycles, in which the principal observes, provides feedback, and reflects on the lesson with the teacher. Maple has also invested significantly to create robust leveled libraries in each classroom to augment Reading Workshop.

Rationale: By sending the Cotsen Mentor to advanced training at Columbia's Coaching Institute in Reading, Maple will be not only be able to provide teachers with more effective demonstration lessons and more effective reflection sessions, we will also be able to provide more powerfully differentiated instruction for teachers at various skill levels. The ultimate benefit of advancing the instructional leader's capacity in coaching teachers is more effective classroom instruction and higher student achievement.

Funding: Cost is not to exceed \$2,000 to be paid from site funds and Cotsen budget funds.

Recommendation: Approve out-of-state conference attendance for Cotsen Mentor to attend the Teachers College Reading Institute, Columbia University, New York, January 26-29, 2020.

JL:AA:nm

CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B010 THROUGH 19/20-B011 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 19/20-B010 through 19/20-B011 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:y
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$152,616 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$152,616
	Total:	\$152,616

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	\$7,767
2000	Classified Salaries	-6,747
3000	Employee Benefits	19,786
4000	Books and Supplies	-144,915
5000	Services and Other Operating Expenses	107,344
7000	Other Outgo	22,715
9789	Reserve for Economic Uncertainties	146,666
	Total:	\$152,616

Explanation: This Resolution reflects an increase in interest revenues and various adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$141,060 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$2,509
8699	All Other Local Revenue	138,551
Total:		\$141,060

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	\$34,127
2000	Classified Salaries	89,765
3000	Employee Benefits	81,950
4000	Books and Supplies	2,818
5000	Services & Other Operating Expenses	182,400
6000	Capital Outlay	-250,000
Total:		\$141,060

Explanation: This Resolution reflects an increase in revenue and expenditures for Early Learning Inclusive Pre-School (ELIP), fine arts, mental health reserve and various donations to school sites. It also includes adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NANCY WIKES FOR SERVICES AS A NUTRITION SPECIALIST FROM NOVEMBER 1, 2019, THROUGH DECEMBER 31, 2019**

Background: Nutrition Services needs to improve the image of school food and modes of communication, and needs to complete projects that move us to better serve our students, parents, community and the district. The time commitment and expertise for these services are beyond the capacity of the current District employees. Therefore, it is recommended the District contract with Nancy Wikes to provide these services.

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

Funding: The amount totaling \$13,200.00 is from Nutrition Services Funds. Services will be on an hourly basis. Hours and/or projects will be approved in advance by the Director of Nutrition Services. The cost is an hourly rate of \$44 per hour, not to exceed \$13,200.00.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District Nutrition Services and Nancy Wikes for services as Nutrition Specialist from November 1, 2019, through December 31, 2019.

RC:MB:tg
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Nancy Wikes, 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 **services as the Nutrition Services consultant for marketing, promotion, and nutrition specialist**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 1, 2019**, and will diligently perform as required and complete performance by **December 31, 2019**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirteen Thousand, Two hundred dollars (\$13,200), at an hourly rate of \$44**. District shall pay Contractor according to the following terms and conditions:
Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **Air Travel, Mileage, Accommodations, and Meals**
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: District staff, paper, printing, supplies, computer while at District locations, and other necessary items to complete projects assigned by the Director of Nutrition Services.

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 \$100,000 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 N/A 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: N/A per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Nancy Wikes

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 12th day of November 2019.

FULLERTON SCHOOL DISTRICT

Nancy Wikes
(Contractor Name)

By: _____
(Signature)

By: Nancy Wikes
(Signature)

Robert Coghlan, Ed.D.
Assistant Superintendent of Business Services

Nancy Wikes, RD
Nutrition Services Consultant

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2019

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE SUPER CO-OP ANNUAL RENEWAL OF SERVICES FOR THE 2020/2021 SCHOOL YEAR

Background: San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division. Through a written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for the 2020/2021 school year. Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.

Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020. Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1. State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors. All fees are subject to change, as approved by the Super Co-Op Governing Council. Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice. Member District agrees to abide by the current Super Co-Op fees Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

This Super Co-Op Renewal of Services is for a one-year term of July 1, 2020 through June 30, 2021. The contract must be returned to the Lead Agency by December 1, 2019 in order for the district to be included in the Super Co-Op for 2020-2021.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to renew services using the Super Co-Op Renewal of Services for the 2020/2021 school year.

Funding: Nutrition Services Funds.

Recommendation: Approve Super Co-Op Annual Renewal of Services for the 2020/2021 school year.

RC:MB:tg
Attachment

**SY2020-21 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative**



Member District: Fullerton School District

Please check (✓) your response:

<input checked="" type="checkbox"/>	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
<input type="checkbox"/>	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

- Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
- Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
- Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
- Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
- SY2020-21 Fees:
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees are subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
- Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Michael Burns
Title	Director of Nutrition Services
Telephone	714-447-7435
Email	michael-burns@myfisd.org

Accounts Payable Contact	
Name	Anna Fantin
Title	Account Clerk 3
Telephone	714-447-7435
Email	

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on _____, 20__.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2019 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support

PREPARED BY: Jeremy Davis, Director of Innovation and Instructional Support

SUBJECT: APPROVE FACILITY USE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY CONFERENCE CENTER, CSUF FOR 2019/2020 SCHOOL YEAR

Background: As part of FSD Fest, Robot Nation was hosted at the Anaheim Hilton last year. Because of the large number of people at the event, there were some issues with parking and crowds. The event drew over 3000 participants across the two days for the event which also included Passion Agents, E-Sports, a film festival, Take Flight, Spotlight Speakers, the Innovation Experience, and a photo/art contest.

Rationale: The event will now be split into two separate Saturdays. In order to accommodate approximately 2000 attendees, Robot Nation will be hosted in the CSUF Basketball gym, which is represented by this contract. The rest of FSD Fest will be hosted on a single Saturday at the CSUF Student Union on February 1, 2020 (Board Agenda Item 1gg, June 4, 2019). We have walked the site and it will work very well for Robot Nation. This facility includes free parking with a 3000 spot parking garage located next to the facility. This will ease parking concerns, as well as ease traffic concerns as we will be away from the Disneyland area and the Convention Center. Bussing for our students will be more efficient, and the cost to rent this facility is significantly less than the Hilton. Catering will be planned closer to the event and will be included on a separate board item.

Funding: Total cost for facility rental is not to exceed \$15,000 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Facility Use Agreement between Fullerton School District and University Conference Center, CSUF for the 2019/2020 school year.

JD:rw
Attachment



CALIFORNIA STATE UNIVERSITY
FULLERTON

**LICENSE AGREEMENT
FOR USE OF CSUF FACILITIES**

No. SC19-05

This License Agreement, including all Riders and any other attachments which are incorporated hereto and when bearing a signature by an authorized Events & Facilities Use representative, constitutes an offer ("OFFER") by the Trustees of the California State University ("TRUSTEES") through the President of California State University, Fullerton or designee ("CSUF") to the person or legal entity identified below ("LICENSEE") for the use of real property owned and/or controlled by CSUF (herein referred to as "PROPERTY") for the purpose(s) specified below ("Description of Use"), on those dates and during those times specified herein ("herein referred to as "TERM"), in exchange for the fees summarized below which are detailed in Rider C ("FEES"). Permissible use of CSUF property as defined herein shall be referred to as "USE."

This OFFER shall become a valid license ("License") upon: a) receipt by CSUF of this document bearing LICENSEE's authorized signature and date; and b) entry of a final signature by an authorized representative of CSUF.

LICENSEE acknowledges that License is non-exclusive and subject to all terms, conditions, requirements, and provisions contained herein.

CSUF and LICENSEE shall be collectively referred to herein as "the Parties."

Rider A CSUF License General Provisions, consisting of four (4) pages

Rider B (MIN & ROL) CSUF License Certification, Form, and Documentation Requirements, consisting of two (2) pages

Rider C CSUF License Details, Dates, Times, and FEES, consisting of one (1) page

Please indicate if your firm is tax-exempt as stated under section 501(c)(3) of the Internal Revenue Code: Y N

Event Name: FSD Robot Nation

Description of Use: Robotics Competition

Primary LICENSEE Event Contact Information (include Name, Cell Phone, and Email)

Jeremy Davis, 714-447-7478, jeremy_davis@myfsd.org

Alternate LICENSEE Event Contact Information (include Name, Cell Phone, and Email):

Total FEES (from Rider C): \$14,150.93

CSUF Events & Facilities Use Office Contact	LICENSEE
California State University, Fullerton	LICENSEE Name (Legal Entity, must match all documentation) Fullerton School District
Signature verification of License details, fees, and receipt of required documentation	LICENSEE Authorized Signature
Printed Name and Title of Person Signing Rick Nelson, Events & Facilities Use Program Administrator	Printed Name and Title of Authorized Signatory Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support
Contact Address, Telephone, and Email Address 800 N. State College Blvd., Fullerton, CA 92831 (657)278-8357, Email: rnelson@fullerton.edu	LICENSEE Address, Telephone, and Email Address 1401 W. Valencia Drive, Fullerton, CA 92833 714-447-7478, jeremy_davis@myfsd.org
Amount added during USE (if any)	<i>With my signature below, I hereby certify that I have examined this License Agreement, find it to be in accordance with CSUF requirements, and authorize its execution on behalf of California State University, Fullerton.</i>
Revised Total Amount Due	
	Contracts and Procurement Authorized Representative Signature _____ Date _____
	Printed Name, Title, and Email Address Sergio Rodriguez, Associate Director, Contracts & Procurement, serodriguez@fullerton.edu

RIDER A
CSUF LICENSE (NO. SC19-05)
GENERAL PROVISIONS

This Rider contains the General Provisions which govern USE by LICENSEE as authorized under this License. In the event that any document incorporated into this License contains any other provision which specifically adds to, excludes, conflicts with, or overrides any General Provision(s) contained herein (referred to herein as "Special Provision"), the Special Provision(s) shall then supersede the identified General Provision(s) in case of conflict. In addition, this License may be amended via a duly signed amendment and/or cancelled in accordance with the provision(s) contained herein.

1. LICENSEE agrees that USE shall be only for the purpose(s) authorized in this License and to supply, upon request from CSUF, any and all information deemed by CSUF to be relevant to USE by LICENSEE.
2. LICENSEE acknowledges no estate in real property is conveyed by this License and that this License represents a possessory interest only. The Orange County Assessor may value the possessory interest created by this License, and under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. In the event of a tax levy, LICENSEE accepts its obligation to pay such property interest tax and acknowledges that its failure to do so may be considered a material breach of this License. Furthermore, the Parties mutually understand and agree that this License is not assignable by LICENSEE, either in whole or in part, nor shall LICENSEE attempt to sublicense or rent any part of PROPERTY.
3. Neither LICENSEE nor its officers, employees, agents, volunteers, or representatives (collectively referred to herein as "PARTICIPANTS"), shall act for, nor shall any of these be considered an employee, agent or representative of, TRUSTEES or CSUF for any purpose whatsoever. Nothing herein shall be construed to create an agency or legal relationship between the Parties other than that of independent contractors. No other arrangement is intended or created by this License.
4. LICENSEE agrees to pay to CSUF all FEES contained in this License in accordance with the payment schedule and payment terms contained in Rider C. If additional requests of any kind pertaining to USE are made by LICENSEE or LICENSEE's representative to CSUF subsequent to the issuance of this License, CSUF may elect, but is not obligated to fulfill such additional request(s). If CSUF identifies a reasonable need to secure additional resources of any kind in order to safely and/or successfully support USE (e.g. security personnel), CSUF shall either require that LICENSEE secure such resources at LICENSEE's sole expense, or, in the event that LICENSEE does not or cannot secure such resources, CSUF shall provide such resources and promptly notify LICENSEE of the resulting FEES. LICENSEE agrees to remit payment to CSUF immediately upon receipt of notification of any additional FEES due (e.g. invoice) for those additional resources provided by CSUF whether or not a License amendment has been authorized and regardless of approval in advance by LICENSEE.
5. LICENSEE shall ensure that all PARTICIPANTS and attendees are notified of campus parking requirements, applicable parking fees, and available parking lots prior to the first date of USE. CSUF may charge parking fees related to USE, in addition to those which are included in FEES in Rider C.
6. LICENSEE shall not knowingly violate nor suffer to be violated any Federal or State law, local ordinance, or rule or policy of TRUSTEES or CSUF. LICENSEE also has the sole responsibility to secure all applicable permits and clearances.
7. LICENSEE covenants that during the TERM of this License, LICENSEE shall not deny the License's benefits to any person on the basis of age, disability (physical or mental), gender (or sex), gender identity (including transgender), gender expression, genetic information, marital status, medical condition, nationality, race or ethnicity (including color or ancestry), religion (or religious creed), sexual orientation, sex stereotype, or

veteran or military status, nor shall LICENSEE discriminate unlawfully against any employee or applicant for employment because of age, disability (physical or mental), gender (or sex), gender identity (including transgender), gender expression, genetic information, marital status, medical condition, nationality, race or ethnicity (including color or ancestry), religion (or religious creed), sexual orientation, sex stereotype, or veteran or military status. LICENSEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination (reference Government Code Section 12900 et seq.)

8. LICENSEE agrees to maintain order and provide protection for persons and property related to USE, to not permit a breach of peace or any act which might endanger life, limb, health, or property, and, upon determination of necessity by CSUF at any time, to provide or increase the number of police/security personnel, at the sole expense of LICENSEE. All activity under this License must comply with the environmental impact report (EIR), when applicable, for the sports facilities, which governs such things as sound level of activities at specified hours (normal sporting events are well within the guidelines of the EIR). Accordingly, all pre/post-game and half-time activities must have prior written approval by an authorized CSUF representative.
9. LICENSEE shall conform to any specific safety requirements contained in this License, including all attached Riders, or as required by law or regulation. LICENSEE shall also take any additional precautions as CSUF may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for immediate termination of this License.
10. LICENSEE agrees to organize its USE as to cause as little disruption as possible to other uses of adjacent areas and to not interfere in any way with the regular operations of CSUF.
11. LICENSEE agrees that all PARTICIPANTS, as well as all media representatives associated with USE, are under the direct and complete supervision and control of LICENSEE. As such, LICENSEE accepts liability for all damages resulting from PARTICIPANT and media representative utilization of PROPERTY.
12. CSUF reserves the right to eject or cause to be ejected any objectionable person or persons. Neither CSUF nor its officers, employees, agents, volunteers, or representatives shall be liable to LICENSEE or PARTICIPANTS for any consequent damages.
13. Unless permitted in a Rider incorporated hereto, LICENSEE shall have no rights to radio broadcasting, online streaming, live television, transcriptions, or recording rights pertaining to USE. In the event that LICENSEE is granted rights by CSUF to any of these under this License, LICENSEE shall be responsible for all negotiations, permits, and payments related thereto.
14. Unless permitted in a Rider incorporated hereto, no advertising or statements of LICENSEE nor its employees, officers, agents, volunteers, or representatives shall suggest sponsorship or endorsement by CSUF or any of its divisions, and LICENSEE shall clearly indicate its sponsorship of the events and activities resulting from USE.
 - A. LICENSEE shall ensure that all media announcements, interviews, etc., acknowledge USE, which shall be identified as either "California State University, Fullerton" or "Cal State Fullerton." CSUF reserves the right to review in advance and approve or reject all media materials.
 - B. LICENSEE shall include in its location credits "California State University, Fullerton" but no additional or special credits are needed in this regard.
15. Unless permitted in a Rider incorporated hereto, LICENSEE shall not be permitted to either generate revenues or permit others to generate revenues from the sale of concessions under this License. Concessions include food, beverages, novelties, and/or any other products.
16. CSUF agrees to furnish all necessary utilities pertaining to USE. Proximate restroom facilities shall also be made available wherever feasible.

- A. CSUF shall only provide lighting for outdoor USE when an attached Rider indicates USE is authorized "with lights" (subject to the exceptions noted herein) and LICENSEE shall be responsible for payment of such lighting whether or not it is used.
 - B. With the exception of lighting specifically noted in an attached Rider, CSUF may in its sole discretion determine that supplying one or more utilities is unnecessary at any time during USE.
 - C. When any utility, or multiple utilities, cannot be supplied due to causes beyond the control of CSUF, CSUF shall not be responsible for their provision or their effect on USE.
17. CSUF agrees to furnish basic janitorial and grounds services required for USE at no cost. CSUF, at its sole discretion and regardless of inclusion or exclusion in this License, reserves the right to charge LICENSEE for additional janitorial or grounds services when USE results in damages exceeding normal wear and tear of PROPERTY.
18. LICENSEE agrees to not make any alterations to PROPERTY or place or attach any fixtures, signs, or equipment in, about, or upon the PROPERTY except those described and permitted in an attached Rider.
- A. Any fixtures, signs, and/or equipment provided by LICENSEE shall remain the property of LICENSEE and shall be removed from PROPERTY by LICENSEE upon the expiration of this License. LICENSEE may be required by CSUF, upon expiration of this License, or renewal thereof, to restore PROPERTY to the same condition as that existing at the time of entering this License, reasonable wear and tear and damages by the elements or by circumstances over which LICENSEE had no control excepted.
 - B. LICENSEE shall not place or display any banners, flags, or signage on PROPERTY, except as authorized in an attached Rider.
 - C. LICENSEE shall exercise care in using PROPERTY, comply with guidelines to reduce excessive wear and tear, prevent damage, and keep the PROPERTY in a clean and orderly condition, and shall not use tape (other than drafting tape), tacks, or nails on the walls or doors of PROPERTY.
 - D. CSUF-owned furniture or apparatus may not be removed or displaced by LICENSEE or any agent, employee, or invitee of LICENSEE without prior written permission of CSUF contained in an attached Rider. LICENSEE shall cause any furniture or apparatus displaced, damaged, or lost to be replaced or repaired, as appropriate, to the satisfaction of CSUF immediately upon notification that USE by LICENSEE resulted in such displacement, damage, or loss.
19. Prior to beginning of and immediately following USE, LICENSEE or its designee may request to make an inspection of the PROPERTY covered by this License with an authorized representative of CSUF in order to confirm PROPERTY conditions. A written report of each of these inspections, if performed, shall be used as the official reference for any damages/repairs that may be billed after USE.
20. The right of LICENSEE to use PROPERTY under this License shall cease upon written notice by CSUF to LICENSEE that the PROPERTY approved for USE herein is needed for the exclusive use of CSUF in order to meet unanticipated administrative demands or to fulfill its educational objectives. In the event of such written notice, LICENSEE shall be refunded only those FEES which pertain to the USE directly affected by said written notice.
21. CSUF reserves the right to postpone or cancel any scheduled USE by LICENSEE if, at the sole discretion of CSUF, weather conditions, field conditions, or other unforeseen circumstances or occurrences, including but not limited to fire, casualty, strikes, labor disputes, war, acts of God, or other events of force majeure, render fulfillment of this License difficult or impossible to perform, either whole or in part ("FORCE MAJEURE"). In the event of FORCE MAJEURE, LICENSEE shall be refunded only those FEES which pertain to the USE directly affected by the FORCE MAJEURE.
22. This License may be terminated by one of the following methods: (a) by mutual consent in writing, (b) upon determination by CSUF of a material misrepresentation by LICENSEE, (c) due to failure of LICENSEE to perform promptly any act required by this License, or (d) by either Party for any reason upon at least ninety (90) days' written notice to the other Party. CSUF has final authority over USE.

- A. If LICENSEE terminates this License no less than ninety (90) calendar days prior to the start of the TERM (aka first date of USE), all deposits received by CSUF will be refunded less a \$1,000 liquidated damages fee. In the event that deposits received by CSUF total less than \$1,000 upon termination at least 90 calendar days prior to the start of the TERM, LICENSEE shall forfeit the entire deposit received by CSUF.
 - B. If LICENSEE terminates this License less than ninety (90) days before the start of the TERM (aka first date of USE), LICENSEE shall forfeit all deposits received by CSUF, which shall serve as a liquidated damages fee.
23. All notices given by either Party to the other shall be deemed to have been fully given when either made via electronic mail or deposited in the United States Mail, registered and postage prepaid. Notice to LICENSEE shall be sent to the LICENSEE at LICENSEE'S address set forth on the signature page hereof. Notice to CSUF shall be addressed to the Events and Facilities Use Office Contact at the address set forth on the signature page hereof.
24. This License shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this License shall be tried and litigated exclusively in the state courts located in the County of Orange, State of California.
25. LICENSEE, to the fullest extent permitted by law, agrees to indemnify, defend, and hold harmless the State of California, TRUSTEES, CSUF and each of their officers, agents, employees, volunteers, and representatives (collectively "Released Parties") from any and all claims, causes of action, complaints, losses, costs, or expenses, including reasonable attorney's fees and costs, damages, and/or liabilities (collectively "Liabilities") caused by, arising out of, or in any way connected with the performance of this License or the use by LICENSEE of PROPERTY, excepting any liability arising out of the sole negligence of the Released Parties.
26. This License contains the entire agreement between the Parties and may not be modified, amended, or supplemented, nor shall any rights herein be waived, unless such modification or amendment is in writing and signed by an authorized representative of each Party.
27. If any section, paragraph, or provision of this License is held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such section, paragraph, or provision shall be deemed severed and the validity of the remainder of this License shall not be affected thereby.

END OF GENERAL PROVISIONS

RIDER B (Minors & Release of Liability) (MIN & ROL)
CSUF LICENSE (NO. SC19-05)
CERTIFICATION, FORM, AND DOCUMENTATION REQUIREMENTS

This Rider is incorporated into the License referenced above and contains additional provisions as well as requirements for form collection and insurance policy documentation which apply to this License.

CSUF requires receipt of current and compliant LICENSEE insurance policy documentation to be on file prior to entering a signature on this License and at all times during the TERM of this License and any extension thereof. LICENSEE bears the sole responsibility for payment of all policy premiums and assessments.

- I. LICENSEE Certification.** CSUF has determined that LICENSEE and/or PARTICIPANTS will have regular and direct contact with at least one minor during the course of this License; therefore, LICENSEE certifies the following:
- All PARTICIPANTS participating in USE have passed a criminal record check within the past twelve (12) months, including a search of state and federal sexual offender registries; and
 - All PARTICIPANTS participating in USE have received sexual abuse prevention training including the identification, prevention, and reporting of sexual abuse of minors; and
 - Procedures are in place, such as PARTICIPANT-to-minor ratios and restroom protocols, to supervise minors who will be on PROPERTY under this License; and
 - Any and all incidents or allegations of sexual misconduct (involving adults or minors) will be reported immediately to an appropriate CSUF employee; and
 - The requirements above will be kept current throughout the TERM of this License, including any amendment(s) which extend such TERM.
- II. Form Collection Requirement.** LICENSEE is required to disseminate, collect, and submit a completed and signed CSUF *Release of Liability, Promise Not to Sue, Assumption of Risk and Agreement to Pay Claims* form ("Form"), accessed at the link below, to CSUF for every minor who will participate under this License.

<https://hr.fullerton.edu/riskmanagement/documents/forms/releaseofliabilitywriteable.pdf>

LICENSEE agrees to submit all collected Forms to an authorized CSUF representative prior to the start of the TERM or as soon as reasonably possible thereafter.

LICENSEE, upon entering an authorized signature on this License, accepts sole responsibility for ensuring fulfillment of this Form Collection Requirement in accordance with this Rider.

LICENSEE understands and acknowledges that if it fails to collect and submit the completed and signed Form to CSUF for any minor, that LICENSEE, to the fullest extent permitted by law, agrees to indemnify, defend, and hold harmless the Released Parties from all Liabilities related to those minors caused by, arising out of, or in any way connected with USE, including any Liabilities arising out of either the active or passive, sole or contributory negligence of the Released Parties.

- III. Insurance Policy Documentation Requirements.** LICENSEE insurance policy documentation is required to contain **four (4) coverage types** and is to be documented as set forth below.

Documentation for all insurance coverage types shall:

- 1) provide for the provision of written notice to CSUF, in accordance with policy provisions, should any of the described policies be cancelled before the expiration thereof; and
- 2) include the NAIC rating for each insurer, which shall have a minimum rating by A.M. Best of A:VII unless otherwise agreed to in writing in advance by CSUF.

The Certificate Holder named on all insurance documents shall

read: California State University, Fullerton Contracts &
Procurement Dept.
800 N. State College Blvd. Fullerton,
CA 92831

A. General Liability (GL): Comprehensive or commercial form with minimum limits:

\$1,000,000/Occurrence

\$2,000,000/General Aggregate

\$1,000,000/Products-Completed Operations Aggregate

A1. General Liability Additional Insured Endorsement (required in one of two acceptable formats):

Option #1: Additional Insured Endorsement (containing the GL policy number and the following language):

"The State of California, the Trustees of the California State University, California State University, Fullerton and the officers, employees, volunteers, and agents of each of them are named as additional insureds."

Option #2: Endorsement or Policy Language (containing the GL policy number) that includes any person or organization as an additional insured as required by written contract or agreement.

B. Business Automobile Liability (AL): Owned, Scheduled, Non-Owned, and/or Hired Automobiles

\$1,000,000/Occurrence, minimum combined single limit

B1. Business Automobile Liability Additional Insured Endorsement (required in one of two acceptable formats):

Option #1: Additional Insured Endorsement (containing the AL policy number and the following language):

"The State of California, the Trustees of the California State University, California State University, Fullerton and the officers, employees, volunteers, and agents of each of them are named as additional insureds."

Option #2: Endorsement or Policy Language (containing the AL policy number) that includes any person or organization as an additional insured as required by written contract or agreement.

C. Sexual Assault and Molestation (SM):

\$1,000,000 minimum limit

C1. Sexual Assault and Molestation Additional Insured Endorsement (required in one of two acceptable formats):

Option #1: Additional Insured Endorsement (containing the SM policy number and the following language):

"The State of California, the Trustees of the California State University, California State University, Fullerton and the officers, employees, volunteers, and agents of each of them are named as additional insureds."

Option #2: Endorsement or Policy Language (containing the SM policy number) that includes any person or organization as an additional insured as required by written contract or agreement

D. Workers Compensation (WC): As required under California State Law, with Employers' Liability coverage

\$1,000,000/Accident, Disease each Employee, and Disease Policy Limit

This documentation is required unless one of the following two alternatives applies to LICENSEE:

1. If LICENSEE is subject to WC laws outside of California and coverage is in place, certificate must indicate compliance with that state's coverage requirements.
2. If LICENSEE is NOT obligated to carry WC coverage, a *Request for Waiver of Workers' Compensation and Waiver of Claims* form must be completed and submitted to fulfill the WC requirement.

NOTE: On-site representatives of LICENSEE are required to present this document upon request by CSUF representatives while on CSUF property.
 Please be mindful that classes may be in session near your location; therefore, a reasonable noise level must be maintained at all times.

LICENSEE NAME:

Fullerton School District, Robot Nation
Contract No. SC19-05
Date: 5/2/2020

LICENSEE Classification:

Athl - CSUF User

ADMINISTRATIVE FEES								
Description	# of Staff	Start Time	End Time	Total Hours	Billing Rate	Rate Basis	Subtotal	Comments
Facilities Use Coordination Fee	n/a	n/a	n/a	n/a	\$ 200.00	Event	\$ 200.00	
Event Manager	1	6:30 AM	6:30 PM	12	\$ 40.00	Hour	\$ 480.00	
Event Staffing	1	6:30 AM	6:30 PM	12	\$ 15.00	Hour	\$ 180.00	video board operator
Custodial	2	8:00 AM	8:30 PM	12.5	\$ 35.00	Hour	\$ 875.00	
Police	2	8:30 AM	4:30 PM	8	\$ 80.00	Hour	\$ 1,280.00	
Maintenance and Repair (MUR)	n/a	n/a	n/a	n/a	20%	Event	\$ 700.00	
Create-A-Party Rental	1	n/a	n/a	n/a	\$ 6,935.93	Event	\$ 6,935.93	carpet, stage, catwalk, tables, and stanchion rental
TOTAL ADMIN. FEES:							\$ 10,650.93	

RENTAL FEES								
Description	Venue Type	Start Time	End Time	Total Hours	Billing Rate	Rate Basis	Subtotal	Comments
Titan Gymnasium	Gymnasium	6:30 AM	6:30 PM	12.00	\$ 3,000.00	Day	\$ 3,000.00	
Video Board	Other-	9:00 AM	4:30 PM	7.50	\$ 500.00	Event	\$ 500.00	
TOTAL RENTAL FEES:							\$ 3,500.00	

PAYMENT SCHEDULE AND TERMS		
Total FEES Due:	\$ 14,150.93	Acceptable Payment Methods: - Credit Card Payment via https://facilitiesuse.fullerton.edu/EventsFacUse/ - Check Payment Payee: California State University, Fullerton (Ref. Contract No. in Memo) Facilities Use Office CP-300 800 N. State College Blvd, Fullerton, CA 92831
Deposit Required:	\$ -	
Deposit Due Date:		
Balance Due Amount:	\$ 14,150.93	
Balance Due Date:	5/2/2020	

CONSENT ITEM

DATE: November 12, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM #2 TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval was granted on April 9, 2019 (Board Agenda Item #1v) for the Speech and Debate Program for the 2019/2020 school year. Addendum #1 was approved on September 10, 2019 (Board Agenda Item #1m) and now Addendum #2 is requested for an additional increase in participating schools from sixteen to seventeen, therefore increasing the “not to exceed” amount by \$8,000.

Rationale: The original board item was based on the amounts that were known at that time.

Funding: Cost is not to exceed \$258,000 and is to be paid from participating site funds as well as District General Funds.

Recommendation: Approve/Ratify Addendum #2 to the Agreement between Fullerton School District and Advantage Communications for the Speech and Debate program for the 2019/2020 school year.

JL:nm
Attachment

ADDENDUM #2

APPROVE/RATIFY ADDENDUM TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2019/2020 SCHOOL YEAR

This addendum is being submitted for contract cost adjustment due to the increase in the number of participating schools from sixteen to seventeen and therefore increasing the “not to exceed” amount. Board item was originally submitted and Board approved on April 9, 2019 (Board Item #1v). Board Addendum #1 was approved on September 10, 2019 (Board Item #1m) to increase the number of participating schools from fifteen schools to sixteen schools.

Original “not to exceed” amount:	\$240,000
First Increase “not to exceed” amount: (Addendum #1)	\$250,000
New “not to exceed” amount: (Addendum #2)	\$258,000

Robert Pletka, Superintendent
Fullerton School District

Date

Julienne Lee, Assistant Superintendent

Date

Sal Tinajero, Advantage Communications

Date

Prepared by: Nancy Marcus

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: RATIFY CSEA'S APPOINTMENT TO THE PERSONNEL COMMISSION

Background: This item is submitted to the Board of Trustees for ratification of California School Employees Association, Chapter #130 (CSEA) appointment to the Personnel Commission. Ratify Anita Varela as the CSEA's appointment to the Personnel Commission for a three year term effective December 1, 2019 through December 1, 2022.

Rationale: In accordance with Personnel Commission Rule 20.1.1.1 and Education Codes 45246 (c) and (d), CSEA has submitted the name of Anita Varela to fill a three year term on the Personnel Commission. The appointment is effective on December 1, 2019 at noon and will expire December 1, 2022.

Funding: N/A

Recommendation: Ratify CSEA's appointment to the Personnel Commission.

JC:jb

DISCUSSION/ACTION ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE REVISION OF PUPIL ATTENDANCE CALENDAR FOR THE 2020/2021 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of PTA President, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations.

This draft calendar was initially approved on March 12, 2019 and was in alignment with the Fullerton Joint Union High School District (FJUHSD). However, FJUHSD has since revised their calendar. This revision was taken to Board on October 15, 2019 as a First Reading.

Rationale: A final calendar enables the District's many offices to begin preparation for the 2020/2021 academic year.

Funding: Not applicable.

Recommendation: Approve Revision of Pupil Attendance Calendar for the 2020/2021 school year.

CH:nm
Attachment

Fullerton School District 2020/2021 Pupil Attendance Calendar

July 2020

4 Independence Day

August 2020

7 Teachers First Day
10 Staff Development
11 All Students Return

September 2020

7 Labor Day
23 Staff Development

October 2020

12 Staff Development

November 2020

11 Veterans' Day Recognition
23 - 27 Thanksgiving Break

December 2020

18 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
21 - 31 Winter Recess

July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						

January 2021

January 2021

1 New Year's Day
4 Records Day (Jr. High)
Staff Development (Elem.)
5 All Students Return
18 Martin Luther King Jr. Day

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

February 2021

February 2021

8 Lincoln's Holiday Observed
15 Presidents' Holiday

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

March 2021

March 2021

22 - 26 Spring Break

October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

April 2021

April 2021

November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

May 2021

May 2021

28 Last Day of School for all
students
31 Memorial Day

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

June 2021

June 2021

- Students Return
- Staff Development Day/Conference Day/Records Day (no student attendance)
- Non Student Day
- Students' Last Day
- Holiday/Breaks (no student attendance)

Quarters (7-8)

Aug. 11 - Oct. 9 (42 days)
Oct. 13 - Dec. 17 (42 days)
Jan. 5 - Mar. 12 (46 days)
Mar. 15 - May 28 (50 days)

Trimesters (K-6)

Aug. 11 - Nov. 6 (61 days)
Nov. 9 - Feb. 26 (59 days)
Mar. 1 - May 28 (60 days)

Misc. Dates

Fall Conference Week: September 21-25, 2020

Pre-K-6 = Minimum Day

Jr. High Fall Conference: TBD

Spring Conference Week: March 8 - 12, 2021

Pre-K-6 = Minimum Day

Jr. High Spring Conference: TBD

180 Student Days

drafted 12/10/2018

185 Teacher Work Days (*new teachers work 186 days*)

Board Approved:

REVISED: 10/08/2019

March 12, 2019

DISCUSSION/ACTION ITEM

DATE: November 12, 2019

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

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

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING (MOU) ON PLAYGROUND SUPERVISORS INCLUSION INTO THE BARGAINING UNIT AND COLLECTIVE BARGAINING AGREEMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 130 (CSEA) AND THE FULLERTON SCHOOL DISTRICT**

Background: Due to some confusion differentiating between the Instructional Assistant IIA and IIB job descriptions, CSEA and District representatives came together in the spirit of Partnership between Administration and Labor (PAL) to discuss the specifications and necessity of both. It was determined that the best course of action was to eliminate the Instructional Assistant IIA job description. Individuals who perform duties as delineated in an IEP of a student with prescribed medical needs will earn a stipend rather than being classified as an Instructional Assistant IIA. The Instructional Assistant IIB job description will be revised and retitled Instructional Assistant II. The Instructional Assistant II job description reflects the duties of the position and has a new salary range that incorporates the stipend into the pay rate.

Rationale: An MOU between the District and CSEA eliminates any confusion until job descriptions can be updated appropriately.

Funding: There is no direct cost associated with approving the MOU and revising applicable job descriptions. However, any future stipend will be charged to the appropriate site/department budget.

Recommendation: Approve/Ratify Memorandum of Understanding (MOU) on Playground Supervisors inclusion into the bargaining unit and collective bargaining agreement between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

CH:nm
Attachment

**Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its FULLERTON ELEMENTARY CHAPTER No. 130
and the
FULLERTON SCHOOL DISTRICT**

**Regarding Playground Supervisors inclusion into the CSEA Bargaining Unit and Collective
Bargaining Agreement**

October 8, 2019

The California School Employees Association and its Fullerton Elementary Chapter No. 130 ("CSEA") and the Fullerton School District ("District") agree to the following Memorandum of Understanding ("MOU") regarding Playground Supervisors:

1. Change in Law: Effective January 1, 2019, Assembly Bill 2160 (2018) amended Section 45256 of the California Education Code, making all part-time playground supervisor positions in K-12 public school districts operating under the merit system a part of the classified service. Playground Supervisors shall receive all the statutory rights and benefits afforded them by current law.
2. CSEA and District Recognition: CSEA and the District, in an MOU dated January 31, 2019, agreed to add Playground Supervisors to CSEA's existing classified unit in accordance with Article 2 Acknowledgement, Section 2.2 New Classifications of the Collective Bargaining Agreement ("CBA") between the parties. CSEA and the District further agreed to negotiate the terms and conditions of Playground Supervisors' employment within the CBA as equal members of CSEA's bargaining unit.
3. Job Description and Salary Schedule: The current job description for Playground Supervisors (see attached) shall be retained, and effective January 1, 2019, Playground Supervisors will be placed on Range 7 of the Fullerton School District Salary Schedule for Classified Employees. Each Playground Supervisor working for the District as of January 1, 2019 shall be placed on Range 7, Step 3 of the Salary Schedule retroactive to January 1, 2019 and shall receive subsequent salary step advancements in accordance with the CBA.
4. Longevity Date: Playground Supervisors working for the District as of January 1, 2019, shall have a longevity date of January 1, 2019, regardless of whether employment with the District was or was not continuous and uninterrupted prior to January 1, 2019. All Playground Supervisors hired on or after January 1, 2019 shall have their longevity date established in accordance with the CBA. Longevity increments for Playground Supervisors shall be paid in accordance with the CBA.
5. Holidays: All Playground Supervisors shall be entitled to paid holidays as specified in Article 10, Holidays of the CBA, effective January 1, 2019, provided the unit members are in paid status during the working day immediately preceding or the working day succeeding the holiday.
6. Work Calendar and Hours: Effective January 1, 2019, Playground Supervisors' regular work calendar shall be 9.5 months a year. Playground Supervisors shall be guaranteed a minimum of one (1) hour of work per week. Playground Supervisors currently working one (1) hour or more per week shall retain their existing working hours per week. Playground Supervisors' shifts shall be established by the District based on the needs at each school site. Should CSEA and/or the District identify scheduling issues regarding Playground Supervisors, both parties agree to meet and confer on these issues on a mutually agreed upon date.

Articles 5.9 “Minimum Pay for Call In,” and 5.10 “Minimum Pay for Call Back” of the CBA shall not apply to Playground Supervisors. All other provisions of Article 5 of the CBA shall apply to the Playground Supervisors.

7. Seniority Date: Playground Supervisors working for the District as of January 1, 2019, shall have a seniority date of January 1, 2019 for all purposes other than layoffs, regardless of whether employment with the District was or was not continuous and uninterrupted prior to January 1, 2019. Playground Supervisors hired by the District on or after January 1, 2019 shall have their seniority date established as their original date of hire for all purposes other than layoffs.

For all Playground Supervisors working and/or hired as of January 1, 2019, the District shall use original hire date to establish ranking for layoff purposes, regardless of whether employment with the District was or was not continuous and uninterrupted prior to adoption of this MOU. For all Playground Supervisors originally hired on or after January 1, 2019, seniority date and layoff ranking shall be established in accordance with Article 16, Layoff and Reemployment, of the CBA.

8. Probation: Playground Supervisors working for the District as of January 1, 2019 shall be classed as permanent, effective January 1, 2019. Playground Supervisors hired on or after January 1, 2019 shall be classed as permanent in accordance with the procedure enumerated in Fullerton School District Personnel Commission Rules and Regulations.
9. Leaves: Playground Supervisors shall be entitled to absences/leaves in accordance with the CBA. Playground Supervisors shall accrue sick leave at the rate specified in the CBA, effective January 1, 2019. Any accrued sick leave hours earned by Playground Supervisors between January 1, 2019 and adoption of this MOU under the terms of the CBA shall be carried over to employees’ current sick leave balance.
10. Vacations: Playground Supervisors shall earn vacation time in accordance with the CBA. Any accrued vacation days/hours retroactively earned by Playground Supervisors between January 1, 2019 and adoption of this MOU under the terms of the CBA shall be carried over to employees’ current vacation leave balance.
11. Performance Evaluation: Playground Supervisors shall receive performance evaluations in accordance with the CBA as outlined in Article 9.
12. Grievance Procedures: Playground Supervisors shall be entitled to grievance procedures in accordance with the CBA. This MOU shall be subject to the grievance procedure of the CBA.
13. Health and Welfare Benefits: Playground Supervisors shall be entitled to employee health and welfare benefits in accordance with Article 8, Health Insurance, of the CBA. To be eligible for full benefits, unit members must be regularly assigned to work in a classification for 8.0 hours a day. Unit members who are regularly assigned to work between 4.0 and 7.5 hours per day in a classification shall be eligible for prorated benefits.
14. Full Protection/Applicability of the CBA: Playground Supervisors shall have any and all provisions, protections, and powers of the CBA not otherwise enumerated in this MOU accorded to them as equal members of CSEA’s bargaining unit.

15. Full Protection/Applicability of the Personnel Commission Rules: Playground Supervisors shall have any and all provisions, protections, and procedures of the Fullerton School District Personnel Commission Rules and Regulations not otherwise enumerated in this MOU applied to them as equal members of CSEA's bargaining unit and the classified service.
16. Applicable Changes to the CBA: The parties agree to negotiate the relevant provisions of this MOU into the CBA during 2019-2020 reopener year negotiations prior to ratification and adoption.

This Agreement is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Education.

AGREED:

FULLERTON SCHOOL DISTRICT



Fullerton School District Representative

10/8/19

Date

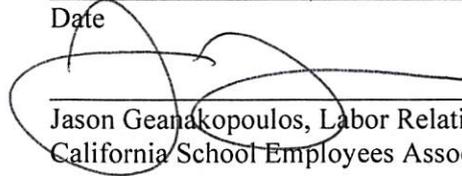
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Chapter 130 President
California School Employees Association

10-8-19

Date



Jason Geanakopoulos, Labor Relations Representative
California School Employees Association

10-8-19

Date

DISCUSSION/ACTION ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: APPROVE/RATIFY AMENDED 2019/2020 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

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

Rationale: The original 2019/2020 Child Development State Preschool Contract, which was board approved on June 18, 2019, had a maximum total reimbursable amount of \$2,145,950. The amended 2019/2020 Child Development State Preschool Contract has increased the maximum total reimbursable amount to \$2,215,633. The increase of \$69,683 reflects the increase from \$48.28 to \$49.85 for the maximum rate per child day of enrollment.

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

Recommendation: Approve/Ratify Amended 2019/2020 Child Development State Preschool Contract effective July 1, 2019 through June 30, 2020.

JL:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F. Y. 19 - 20

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9345

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-9

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9345 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,145,950.00 and inserting \$2,215,633.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$48.28 and inserting \$49.85 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 44,446.0. (No Change)

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

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pletka, Ed.D., Superintendent			
TITLE Contract Manager		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 69,683	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,145,950	(OPTIONAL USE) 0656 23038-6650	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,215,633	ITEM 30.10.010. 6100-196-0001	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

DISCUSSION/ACTION ITEM

DATE: November 12, 2019

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

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

SUBJECT: RESOLUTION #19/20-10 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND ESTABLISHING SPECIFICATIONS FOR AN ELECTION ORDER OCCURRING ON MARCH 3, 2020

Background: The resolution before the Board calls an election within the District for the purpose of approving general obligation bonds, requests that the Orange County Registrar of Voters conduct the election on behalf of the District, and authorizes the preparation of election materials, including ballot arguments and tax rate statement, to be included in the ballot pamphlet.

State law requires the Board of Trustees to order school district bond elections. The Orange County Registrar of Voters will conduct the election on behalf of the District, including publishing all required notices. This resolution meets the statutory requirements for describing the projects to be funded with the proceeds of the bonds, which is included as Exhibit B to the resolution. A 75-word summary of the measure, as it will appear on the ballot, is also included in the resolution as Exhibit A.

This election will be called under constitutional and statutory provisions that require fifty-five percent (55%) voter approval, and certain accountability requirements, including annual independent financial and performance audits of how funds are spent, and the formation of a Citizens' Bond Oversight Committee. State law requires that 2/3rd of a school board support the resolution calling an election requiring 55% voter approval. At least four (4) Board members must vote "Yes" in order to call the election.

Rationale: Current Local, State and Federal funding is inadequate to meet facility infrastructure needs within the District to upgrade, repair, expand, and better equip facilities within the District to improve student learning opportunities, improve student safety and campus security, and make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials.

Correspondingly, based on the above-referenced matters, Resolution #19/20-10 is being presented to the Board to call an election to submit to the electors of the District the question whether general obligation bonds of the District be authorized for the purpose of raising money to complete educational and capital projects of the District as further described in the Project List (Exhibit B) all pursuant to related State law.

Funding: To be determined by total cost of holding an election and paid from the General Fund.

Recommendation: Resolution #19/20-10 of the Board of Trustees of the Fullerton School District ordering a school bond election, and establishing specifications for an election order occurring on March 3, 2020.

RC:yd
Attachments

RESOLUTION #19/20-10

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter pamphlet. The District’s Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A,” incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits “A” and “B” are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B,” evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens’ Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens’ Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens’ Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens’ Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens’ organization; One member who is active in taxpayers association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

(i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);

(ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;

(iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;

(iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

(g) that the Board will maintain a reserve of 2% - 3% of general funds for economic uncertainties;

(h) that the Board will budget 2-3% of its operating revenues for maintenance of facilities;

(i) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;

(j) that the Board will adopt a No Pay-to-Play policy;

(k) that the bonds will be sold at a competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering election pursuant to the provisions hereof, the District has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuation made by the County assessor that available to the District.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 12th day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19/20-10, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the 12th day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. The District also revised a 2015 Master Facilities Plan, which is incorporated herein in its entirety. The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and instructional technology up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

**STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT
HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND
TECHNOLOGY**

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and instructional technology up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS

School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install

interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND IDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND

MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

DISCUSSION/ACTION ITEM

DATE: November 12, 2019
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. 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 has been discussing the revised Board Annual Goals at previous Board Meetings.

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

GOAL 1: High Expectations for ALL Students

Objectives to Reach Goal 1:

- **Narrow the achievement gap**
- **Prepare students for success in high school, college, and career**
- **Utilize personalized, student-centered approach and student strengths**
- **Promote patriotism, Democracy, and United States Civics in existing frameworks, curriculum, and State standards**
- **Provide opportunities for students to be productive citizens of the community**

GOAL 2: Long-term District Financial Stability

Objectives to reach Goal 2:

- **Exercise responsible fiscal stewardship**
- **Allocate funding to support prioritized programs, enhanced facilities, and attract and retain highly qualified staff**

GOAL 3: Recruit, Hire, Support, and Retain Exceptional Staff

Objectives to reach Goal 3:

- **Recruit and retain exceptional and diverse staff who are culturally responsive, student-centered, and focused on high-expectations**
- **Support and evaluate all staff regularly to improve performance**
- **Provide professional growth and development opportunities**

GOAL 4: Welcome and Engage Families and Community

Objectives to reach Goal 4:

- **Engage families to participate and provide opportunities for input**
- **Involve families and community in programs, committees, school cultures, and celebrations**
- **Provide meaningful and culturally responsive engagement opportunities**
- **Respect, empower, and appreciate our diverse families and communities**

GOAL 5: Promote Safety, Mental/Physical Health, and Well-being

Objectives to reach Goal 5:

- **Promote child-centered education and build connections with students emphasizing the whole-child**
- **Provide programs that focus on restorative practices, nutrition, mental and social-emotional health, personal responsibility, and a positive school climate**
- **Create an environment that incorporates the importance of Safety, Mental/Physical Health, and Well-being for all students, employees, and members of the community**
- **Strengthen and work with our community partners**