

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, September 10, 2019
5:15 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 5:17 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 was absent*)

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

Recess to Closed Session – Agenda

At 5:18 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 6:08 p.m. and Commonwealth School students led the pledge of allegiance. President Meyer reported that in closed session, the Board took action 4-0 (Trustee Vazquez absent) to approve a settlement agreement with Employee ID #5387. In addition, in closed session, the Board took action 4-0 (Trustee Vazquez absent) to approve the authorization to allow the Assistant Superintendent of Personnel Services to serve a Notice Pursuant to Education Code section 44938(b) on a permanent certificated employee ID #2460.

Introductions/Recognitions:

The Golden Hill Little League World Series Champions were recognized on behalf of the Board of Trustees. The following players were presented a certificate of recognition: Carter Abeelen, Jack Bender, Walker Calvo, Bohdi Faulkner, DJ Garcia, Sean Gonnella, Eric Jeon, Kyle Kim, Brett Byers, Tyler Simkins, Dustin Staggs, Conor Sunderland, Andrew Wagner, and Russell Yang. Manager Dan Wagner and coaches Ed Kim and Steve Gonnella were thanked for their volunteer service.

Julienne Lee, Assistant Superintendent of Educational Services, shared 34 eighth graders from last school year successfully passed the advanced placement test. The Board of Trustees applauded and congratulated these current ninth graders for achieving such an honor as an eighth grader at FSD.

Anita Lomeli, Principal at Commonwealth School, presented an overview of Commonwealth School's many programs and activities.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Robert Gaddy, Shannon Bauserman, Mary Lyng, Yolanda Sutherland, Patricia Smith, Jill Larsen, Dr. Kelly Castillo, Monica Lind, Tonya Belleque, Angelica Villa, Martha Gallegos, Emily Koliha, Christina Koeul, Fabiola Hernandez, Robin Gilligan, Monica Medina, Lauren Pastor, and Sonia Awalt. Each recipient was recognized for an FSD Core Value.

Superintendent's Report

Dr. Bob Pletka shared he is looking forward to working with all the PAL groups such as CSEA, FETA, and FESMA.

Information from the Board of Trustees

Trustee Thakur- He reported that he is excited about starting a new school year. During the summer the Board of Trustees began the discussion of adopting revised Board annuals goals and welcomed Julienne Lee to Executive Cabinet. He is looking forward to all the great work during the 2019/2020 school year.

Trustee Berryman- She welcomed staff back to a new 2019/2020 school year. She expressed her concern about the nation's health concern regarding vaping. She expressed the importance of parent training to help the vaping concern affecting the nation.

Trustee Sugarman – She stated it has been a great start of the school year and thanked the Maintenance and Operations department for their support in getting sites ready for the school year. She reminded everyone the Fullerton Education Foundation Toast to Learning event is October 12, 2019, and reported there will be two opportunity drawings.

Trustee Vazquez– not present.

President Meyer- She took a moment to remember the 9/11 victims from 18 years ago. President Meyer shared there is a Fullerton residence on Woods and Fern Drive that honors each victim from 9/11.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Wendy Reid- She reported PTA's are in full mode for beginning of the year membership drives. She congratulated Golden Hill School for reaching 100% PTA membership.

FETA –Mark Jacobs- He reported that FSD teachers collaborate and work tirelessly to implement district programs from FSD Fest to Speech and Debate to Pathways & Pathfinders to the STAGE programs. FETA looks forward to continue working with the PAL partnership by attending the upcoming ABC West Coast Institute in October 2019; FETA continues to work to meet the needs of all students with difficult behaviors. FETA looks forward to staff development day on October 14, 2019, and the Fullerton Education Foundation Toast to Learning on October 12, 2019.

CSEA – Joanne Declaro- She reported the Business department has closed the books for 2018/2019. She reported Sara Gearhart's spotlights have been enjoyed by many, the Transportation department held their annual buss pass clinic, and Nutrition Services attended Back to School Nights. CSEA has enjoyed the collaboration between management, certificated, and classified as planning continues for the annual PAL Retreat to be held on November 5, 2019. CSEA will be voting on the MOU regarding Special Education Instructional Assistants and voting be held on September 13, 2019 from 12-5:00 pm.

FESMA –Robin Gilligan- no report.

Public Comments:

No public comments.

Approve Minutes

It was moved by Hilda Sugarman seconded by Beverly Berryman and carried 3-0-1 (Trustee Thakur abstained from being absent at the August 13, 2019 Board meeting) to approve minutes of the Regular meeting on August 13, 2019.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve minutes of the Special meeting on August 20, 2019.

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

Consent Items

Moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve the consent items including revised consent item #1i. The Board commented on consent item #1b.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered N22C009 through N22C0011, N22D0065 through N22D0098, N22E0004 through N22E0015, N22M0074 through N22M0128, N22R0015 through N22R0321, N22S0002 through N22S0003, N22T0012 through N22T0014, N22V0032 through N22V0048, N22X0115 through N22X0308, N22Y0059 through N22Y0068, and N22Z0070 through N22Z0072 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220070 through 220134 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 123492 through 123951 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13775 through 13835 for the 2019/2020 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Adopt Resolution #19/20-06 proclaiming October 21-25, 2019, as "Red Ribbon Week" for the Fullerton School District.

1i. Approve out-of-state travel for Jeremy Davis, Sam Ricchio, Mike McAdam, and Hilda Sugarman to attend the Consumer Electronics Show (CES) conference in Las Vegas, Nevada on January 7-10, 2020.

1j. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation, to provide ongoing training for parent technology classes at Pacific Drive School effective October 4, 2019 through December 6, 2019.

1k. Approve agreement between the Fullerton School District and Marcia Brenner Associates for the 2019/2020 school year.

1l. Approve Agreement between Fullerton School District and Momentum in Teaching to provide professional development for Writers Workshop training at Acacia School on October 1, 2019 and January 10, 2020.

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

1n. Approve/Ratify Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Inside the Outdoors School Programs effective September 1, 2019 through August 31, 2020.

1o. Approve/Ratify Addendum to the Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year.

1p. Approve Words Alive Parent Engagement Program Agreement effective September 11, 2019 through May 31, 2020.

1q. Approve/Ratify Addendum to approve staff members from Nicolas Junior High School and Janny Myers to attend the National Schools to Watch Conference in Washington, DC, from June 26-30, 2019

1r. Approve School Smarts Parent Engagement Program Agreement effective September 11, 2019 through June 30, 2020.

1s. Approve/Ratify Agreement for participation in the Fullerton School District Teacher Induction Program between Fullerton School District, Buena Park School District, and La Habra City School District effective September 2, 2019 through June 30, 2020.

1t. Adopt resolutions numbered 18/19-B048 through 18/19-B057 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1u. Adopt resolutions numbered 19/20-B002 through 19/20-B004 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1v. Adopt resolution numbered 18/19-B48-001 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 Notice of Completion for KYA Services, LLC, for the purchase and installation of playground materials located at Fern Drive Elementary School.

1x. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of playground materials located at Orangethorpe Elementary School.

1y. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of playground materials located at Pacific Drive Elementary School.

1z. Approve Additive Alternate #1, Robert C. Fidler School Improvements, FSD-18-19-DF-02, for the removal of existing metal landings, ramps and railings at buildings I1 and I2 including the installation of new concrete landings, ramps and railings.

1aa. Approve Additive Alternate #1, for the purchase and installation of (6) six sheets of vinyl tackboard misty gray to American Modular Systems as part of the Robert C. Fidler School Improvements, Project FSD-18-19-DF-02.

1bb. Approve the agreement for a DSA Project Inspector to Inland Inspections and Consulting as part of the Board Approved Agreement between Fullerton School District and PFMG Solar, LLC/Constellation.

1cc. Approve the agreement for a soils technician/special inspector to River City Testing as part of the Board Approved Agreement between Fullerton School District and PFMG Solar, LLC/Constellation effective September 11, 2019 through April 30, 2020.

1dd. Approve/Ratify agreement between Fullerton School District (FSD) and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Positive Behavioral Intervention and Supports (PBIS) training per the PBIS Service Plan effective September 1, 2019 through June 30, 2021.

1ee. Approve/Ratify St. Jude Hospital Restricted Project Grant Agreement Number 202033 with the Fullerton School District effective July 1, 2019 through June 30, 2020.

1ff. Approve Regional Insertion Order Agreement between Fullerton School District (FSD) and National CineMedia (NCM) for Movie Theater Marketing campaign effective November 29, 2019 through March 19, 2020.

1gg. Approve out-of-state conference attendance for Robert Coghlan, Ph.D., to attend Forecast5 Analytics National Conference in Schaumburg, Illinois, October 9-12, 2019.

1hh. Approve/ratify agreement with Energage effective August 12, 2019.

Discussion/Action Items:

2a. Hear presentation and approve 2018/2019 Unaudited Actuals and concurrently approve the 2019/2020 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2019/2020 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Dr. Rob Coghlan, Assistant Superintendent of Business Services, presented the 2018/2019 Unaudited Actuals. It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve the 2019/2020 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2019/2020 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

2b. Adopt Resolution #19/20-07 approving the Recalculation of the 2018/2019 Appropriations Limitation and establishing the 2019/2020 Estimated Appropriations Limitation Calculations.

It was moved by Beverly Berryman, seconded by Aaruni Thakur and carried 4-0 to adopt Resolution #19/20-07 approving the Recalculation of the 2018/2019 Appropriations Limitation and establishing the 2019/2020 Estimated Appropriations Limitation Calculations

2c. Approve Revised Board Annual Goals.

Item #2c was pulled from the agenda and postponed to a future board agenda to allow all Board of Trustee members to be present for the discussion.

2d. Approve Memorandum of Understanding for teacher stipends between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

It was moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to approve Memorandum of Understanding for teacher stipends between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

Presentation

Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support shared a presentation on Youth Truth Survey Results.

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

President Meyer adjourned the Regular meeting on September 10, 2019, at 7:58 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 24, 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

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

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

Recognition (District Office Quad Area):
Statewide PBIS School Awards

Introductions/Recognitions:
Golden Hill School Report

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 September 10, 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 N22C0012 through N22C0016, N22D0092 through N22D0124, N22E0016 through N22E0029, N22M0129 through N22M0137, N22R0322 through N22R0356, N22S0004, N22T0015, N22V0049 through N22V0050, N22X0309 through N22X0331, and N22Y0069 through N22Y0072 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220135 through 220157 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 123952 through 124114 for the 2019/2020 school year

1f. Approve/Ratify Nutrition Services warrants numbered 13836 through 13867 for the 2019/2020 school year.

1g. Approve request to solicit competitive proposals for bids for data network equipment for E-Rate Y18 (2019/2020) utilizing public contract code (PCC) 20118.2.

1h. Approve request to solicit competitive proposals for bids for cabinet wiring and wireless access point installation services for E-Rate Y21 (2019/2020) utilizing public contract code (PCC) 20118.2.

1i. Approve/Ratify Nonpublic School Master Contracts with Beacon Day School, Olive Crest Academy – Garden Grove, Olive Crest Academy - Orange, and Speech and Language Development Center effective July 1, 2019 through June 30, 2020.

1j. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation, to provide ongoing training for parent technology classes at Nicolas Junior High School effective September 30, 2019 through December 17, 2019.

1k. Approve/Ratify Nonpublic Agency Master Contract between Fullerton School District and Behavioral Health Works, Inc., effective July 1, 2019 through June 30, 2020.

1l. Approve Nonpublic Agency Master Contracts with Ed Theory, Ketchtalk Speech Therapy, Inc., Professional Tutors of America, and Therapy Mantra, Inc., effective September 25, 2019 through June 30, 2020.

1m. Approve Independent Contractor Agreement between Fullerton School District and Hauffe Company Inc. effective September 25, 2019 through March 24, 2020.

1n. Approve Agreement with Camp High Trails for Outdoor Science School from September 25, 2019 through June 30, 2020

1o. Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 25, 2019 through June 30, 2020.

1p. Approve Agreement with Guided Discoveries, Inc., for Outdoor Science School from September 25, 2019 through June 30, 2020.

1q. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 25, 2019 through June 30, 2020.

1r. Approve Agreement with the Ocean Institute for Outdoor Science School from September 25, 2019 through June 30, 2020.

1s. Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 25, 2019 through June 30, 2020.

1t. Approve agreement with Stradling, Yocca, Carlson & Rauth as bond counsel, with David Casnocha Lead Counsel, for a potential March 2020 or November 2020 General Obligation bond measure effective September 25, 2019.

1u. Adopt resolutions numbered 18/19-B058 through 18/19-B062 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1v. Adopt resolutions numbered 19/20-B005 through 19/20-B006 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve contract between Fullerton School District and Fast Deer Bus Charter, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

1x. Approve contract between Fullerton School District and Transportation Charter Services, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

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

1z. Approve/Ratify Classified Personnel Report.

Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020.

Discussion/Action Items:

2a. Adopt Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020.

2b. Approve/Ratify Memorandum of Understanding (MOU) on Instructional Assistant Special Education between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

2c. Approve Resolution #19/20-09 proclaiming October 13-19, 2019 as Week of the School Administrator in the Fullerton School District.

2d. Approve Memorandum of Understanding (MOU) on utilizing a special block grant for professional development training between the Fullerton School District and California Schools Employees Association, Chapter 130 (CSEA) for the 2019/2020 school year.

Administrative Report:

3a. Developer Fees Report

Discussion/Action Item:

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, October 15, 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: September 24, 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 extra hour(s), extra period(s), stipend(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 SEPTEMBER 24, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
160	Chavez	Yasmine	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in District Pathfinder Initiative. Budget #0121220101-1101	08/06/19-08/09/19
160	Comini	Lauren	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in District Pathfinder Initiative. Budget #0121220101-1101	08/06/19-08/09/19
160	Gomez	Jennifer	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in District Pathfinder Initiative. Budget #0121220101-1101	08/06/19-08/09/19
160	Hseih	Pat	Nicolas	Counselor	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in District Pathfinder Initiative. Budget #0121220101-1101	08/06/19-08/09/19
160	Mendoza-Montgomery	Autumn	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in District Pathfinder Initiative. Budget #0121220101-1101	08/06/19-08/09/19
160	Silva	Jesus	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in District Pathfinder Initiative. Budget #0121220101-1101	08/06/19-08/09/19
366	Sotolongo	Amy	Valencia Park	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee to update 504 handbook and plan for staff professional development. Budget #0151055331-1300.	09/13/19-12/19/19
355	Candelaria	Melinda	Nicolas	Teacher	Extra Period	Approve contracted hourly rate for certificated employee to teach during her prep period. Budget #0110020101-1100	09/11/19-01/07/20
355	Frisz	Jane	Nicolas	Teacher	Extra Period	Approve contracted hourly rate for certificated employee to teach during her prep period. Budget #0110020101-1100	09/11/19-01/07/20
355	Yamamoto	Leah	Nicolas	Teacher	Extra Period	Approve contracted hourly rate for certificated employee to teach during her prep period. Budget #0110020101-1100	09/11/19-01/07/20
	Castellanos	Liana	Certificated Personnel	Substitute Teacher	New Hire		9/13/19
	Cedillo	Carmen	Certificated Personnel	Substitute Teacher	New Hire		9/3/19
	Chestnut	Karen	Certificated Personnel	Substitute Teacher	New Hire		9/9/19
	Elsasser	Brooke	Certificated Personnel	Substitute Teacher	New Hire		9/9/19
	Hertz	Cameron	Certificated Personnel	Substitute Teacher	New Hire		9/13/19
	Hertzog	Cameron	Certificated Personnel	Substitute Teacher	New Hire		9/9/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 24, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Nicholes	Ann	Certificated Personnel	Substitute Teacher	New Hire		9/6/19
	Parreco	Heather	Certificated Personnel	Substitute Teacher	New Hire		9/4/19
	Sachs	Kaitlyn	Certificated Personnel	Substitute Teacher	New Hire		9/4/19
	Thayer	Nicole	Certificated Personnel	Substitute Teacher	New Hire		9/5/19
363	Andi	Amy	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
348	Arnold	Joy	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
305	Behrns	Shelley	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to participate in Peer Assistance & Review (PAR) Joint Panel. Half will be paid in January and half will be paid in May. Budget #0130655223-1901	08/12/19-05/24/19
360	Beleber	Judith	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
348	Bergenson	Sue	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
360	Bojorquez	Susan	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
360	Candelaria	Melinda	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
360	Comini	Lauren	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
360	Conti	Joe	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
305	Ellison	Elizabeth	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to participate in Peer Assistance & Review (PAR) Joint Panel. Half will be paid in January and half will be paid in May. Budget #0130655223-1901	08/12/19-05/24/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 24, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
360	Endicott	Penny	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
360	Ferlin	Heidi	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
363	Frisz	Jane	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
329	Gee	Tricia	Parks	Teacher	Stipend	Approve TOSA stipend for 2019/2020 school year.	08/08/19-05/29/20
363	Glasby	Shannon	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
360	Grismer	Luann	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
348	Hartman	Joyce	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
360	Kim-Lee	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
360	Larson	Jill	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
361	Licon	Shalimar	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
361	Marenco-Rada	Adrianna	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
348	McDougall	Emily	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
305	Montoya	Kristin	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to participate in Peer Assistance & Review (PAR) Joint Panel. Half will be paid in January and half will be paid in May. Budget #0130655223-1901	08/12/19-05/24/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 24, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
361	Montoya	Andy	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
361	Nelson	Karen	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
361	Oritz	Gina	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
361	Orwat	Deborah	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
356	Petris	Rudolph	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to Coordinate GATE Talent Academy. Half is paid in December and half if paid in May. Budget #0111555103-1101.	08/12/19-05/29/20
348	Powers	Debra	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
361	Rabenston	Steve	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentors for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
305	Regitz	Nancy	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to participate in Peer Assistance & Review (PAR) Joint Panel. Half will be paid in January and half will be paid in May. Budget #0130655223-1901	08/12/19-05/24/19
348	Ritz	Michelle	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
361	Rodriguez	Heather	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
363	Salazar	Daisy	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
345	Sanchez	Vanessa	Fisler	Teacher	Stipend	Approve stipend of \$531.12 for certificated employee to participate in Robot Nation during 18/19 school year. Budget #0111630101-1101	01/01/19-04/30/19
361	Scofield	Michelle	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 24, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
363	Shaffer	Mike	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
362	Smith	Julie	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
339	Stenton	Anne	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend conference. Budget #0130411109-1101	09/07/19-09/21/19
363	Stolo	Christine	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
362	Summy	Jean	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
363	Sutton	Susan	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
363	Sylvester	Amy	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
348	Vaca	Rebecca	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in Literacy Coach for Phonics Unit of Study Training/Planning day. Budget #0130411109-1101	8/5/19
362	Vidales	Katherine	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentor for the Induction program. Half is paid in December and half if paid in May. Budget #013555223-1901.	08/12/19-05/29/20
339	Ward	Rovira	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend conference. Budget #0130411109-1101	09/07/19-09/21/19
305	Wathen	Leah	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to participate in Peer Assistance & Review (PAR) Joint Panel. Half will be paid in January and half will be paid in May. Budget #0130655223-1901	08/12/19-05/24/19

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on September 24, 2019.

Clerk/Secretary

CONSENT ITEM

DATE: September 24, 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: September 24, 2019

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Ashley Mangino	Community	Monetary Donation	Donation for choir program	\$1,000.00
Acacia	Horizon Construction and Remodeling, Inc.	Parent	Monetary Donation	Donation for K-2	\$100.00
Commonwealth	Lifetouch National Studios	Community	Monetary Donation	Commission for 2018-2019 Program	\$385.54
District Office/Visual & Performing Arts	McCoy Mills Ford	Community	Monetary Donation	All the Arts for All the Kids Program	\$21,000
Fern Drive	Lifetouch Studios	Community	Monetary Donation	Classroom/Teacher Supplies	\$339.32
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Workroom Supplies	\$1,500.00
Laguna Road	California Pizza Kitchen, Inc.	Community	Monetary Donation	ASB - Kindergarten Snow Day Event	\$113.63
Laguna Road	Laguna Road Support Our School Foundation	Community	Monetary Donation	iPad Airls for 4th grade students	\$5,065.74
Orangethorpe	Lifetouch	Community	Monetary Donation	Student materials and supplies	\$649.63
Parks Jr. High	Jorge T. Rivera	Parent	Monetary Donation	Culinary Arts Program	\$100.00
Parks Jr. High	Kevin Sweeny	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Bryce Bordwell	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Habib A. Kharrat	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Antonette Marcaida	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Stan Budeshtsky	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	James Cho	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Hannah Chi	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Michael A. Day	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Timothy Sorensen	Parent	Monetary Donation	Donation for choir program	\$100.00
Parks Jr. High	Jin Yoon	Parent	Monetary Donation	Donation for choir program	\$200.00
Parks Jr. High	Vlad Sfatcu	Parent	Monetary Donation	Donation for After School Sports	\$100.00
Parks Jr. High	Richard B. Hopkins II	Parent	Monetary Donation	Donation for After School Sports	\$100.00
Parks Jr. High	Catherine Mesnik	Parent	Monetary Donation	Donation for After School Sports	\$100.00

Parks Jr. High	Maria Lejano	Parent	Monetary Donation	Donation for After School Sports	\$100.00
Parks Jr. High	Jackie Balkus	Parent	Monetary Donation	Donation for After School Sports	\$100.00
Parks Jr. High	Sung Hee Jeong	Parent	Monetary Donation	Donation for After School Sports	\$100.00
Parks Jr. High	Andrew S. Cho	Parent	Monetary Donation	Donation for After School Sports	\$100.00
Parks Jr. High	Parks PTSA	PTA	Monetary Donation	2019 Disneyland Busses	\$2,438.75
Raymond	Ambrosio & Jennifer Landeros	Parent	Monetary Donation	Love Fullerton	\$20.00
Raymond	Anthony & Sherri Sealey	Parent	Monetary Donation	Love Fullerton	\$20.00
Rolling Hills	Gregory & Stacey Sebourn	Parent	Monetary Donation	Donation for Band Program	\$30.00
Rolling Hills	Kroger	Community	Monetary Donation	Donation for school	\$30.93
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	Weekly Studies for 4th grade and IXL License for School Wide	\$5,036.50
Sunset Lane	Elite Development Academy, Inc.	Community	Monetary Donation	Physical Education Program	\$300.00

CONSENT ITEM

DATE: September 24, 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 N22C0012 THROUGH N22C0016, N22D0092 THROUGH N22D0124, N22E0016 THROUGH N22E0029, N22M0129 THROUGH N22M0137, N22R0322 THROUGH N22R0356, N22S0004, N22T0015, N22V0049 THROUGH N22V0050, N22X0309 THROUGH N22X0331, AND N22Y0069 THROUGH N22Y0072 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 N22C0012 through N22C0016, N22D0092 through N22D0124, N22E0016 through N22E0029, N22M0129 through N22M0137, N22R0322 through N22R0356, N22S0004, N22T0015, N22V0049 through N22V0050, N22X0309 through N22X0331, and N22Y0069 through N22Y0072 for the 2019/2020 school year.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0012	PESI HEALTHCARE	238.00	238.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0013	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0125554391 5210	LEA Medi Cal Reimb OT / Conferences and Meetings
N22C0014	ATKINSON ANDELSON LOYA RUDD RO	195.00	195.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0015	ORANGE CNTY DEPARTMENT OF EDUC	500.00	500.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0016	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22D0092	EPIC SPORTS INC	99.57	99.57	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0099	IXL MEMBERSHIP SERVICES	7,592.00	7,592.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22D0100	RENAISSANCE LEARNING INC	5,934.50	5,934.50	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0101	MCGRAW HILL EDUCATION INC	4,672.20	4,672.20	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22D0102	RENAISSANCE LEARNING INC	16,508.50	16,508.50	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22D0103	IXL MEMBERSHIP SERVICES	6,495.00	6,495.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0104	EAGLE COMMUNICATIONS	266.61	266.61	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
N22D0105	SCHOLASTIC MAGAZINES	117.63	117.63	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0106	HEINEMANN PUBLISHING	540.47	540.47	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0107	PRO ED	111.86	111.86	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0108	SCHOOL HEALTH CORPORATION	355.29	355.29	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0109	MOBYMAX	747.00	747.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0110	NASCO	177.92	177.92	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0111	ART SUPPLY WAREHOUSE	1,887.51	1,887.51	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0112	AMAZON.COM	834.87	834.87	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22D0113	MIND INSTITUTE	3,499.00	3,499.00	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
N22D0114	TREETOP PRODUCTS INC	596.66	596.66	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0115	CURRICULUM ASSOCIATES LLC	8,192.00	8,192.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22D0116	AMAZON.COM	73.69	73.69	0130417279 4350	LCFF Base Admin Ladera Vista / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0117	AMAZON.COM	124.55	124.55	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0118	AMAZON.COM	131.67	131.67	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0119	IRVINE RANCH OUTDOOR EDUCATION	1,000.00	1,000.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0120	AMAZON.COM	182.64	182.64	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0121	AMAZON.COM	3,850.89	3,850.89	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0122	AMAZON.COM	234.17	234.17	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0123	RAPTOR TECHNOLOGIES LLC	107.75	107.75	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0124	GOPHER SPORT	4,114.26	4,114.26	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0017	EAGER, LAURA	37.27	37.27	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0018	ALVA, ELIZABETH	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
N22E0019	SAUCEDA, TANIA	34.31	34.31	0130655223 4350	Peer Assistance Review Prog / Materials and Supplies
N22E0020	FRUTCHEY, LYNNE	55.70	55.70	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0021	BEECHER, LINDA	142.34	142.34	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0022	SCOTT, ANN	24.76	24.76	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0023	CASTILLO, YOLANDA	134.20	134.20	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0024	MERDA, MEGAN	307.19	307.19	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0025	SCOTT, ANN	24.66	24.66	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0026	VERITY, AMY	33.57	33.57	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22E0027	ASCARI, PATRICIA	256.82	256.82	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0028	JEFFRIES, MALINDA	357.75	357.75	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0029	SEIBERT, SANDRA	90.48	90.48	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22M0129	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0130	WINDOW FILM DEPOT INC	1,380.00	1,380.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	5,000.00	5,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0132	KYA SERVICES LLC	1,050.00	1,050.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0133	NEXT LEVEL ELEVATOR	597.00	597.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0134	LA HABRA FENCE COMPANY INC	9,844.00	9,844.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0135	SUMMIT SUPPLY CORP OF CO.	886.00	886.00	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0136	STATE ARCHITECT, DIVISION OF T	1,334.47	1,334.47	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0137	NEW DIMENSIONS GENERAL CONSTRU	55,422.72	55,422.72	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22R0322	AMAZON.COM	264.86	264.86	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R0323	AMAZON.COM	436.97	436.97	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22R0324	CALIFORNIA SCHOOL BOARDS ASSOC	17,165.00	17,165.00	0152557709 5310	Board Discret / Dues and Memberships
N22R0325	LITERACY RESOURCES INC	474.03	474.03	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
N22R0326	APPLE COMPUTER INC	8,167.45	8,167.45	0108655109 6410	Transitional Kinder Instr Dist / New Equip Less Than
N22R0327	AMAZON.COM	1,157.73	1,157.73	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0328	AMAZON.COM	225.50	225.50	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0329	AVB PRESS	615.36	615.36	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protocols
N22R0330	AMAZON.COM	43.08	43.08	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
N22R0331	AMAZON.COM	25.42	25.42	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0332	AMAZON.COM	356.78	356.78	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0333	AMAZON.COM	59.25	59.25	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22R0334	THE GRAIDE NETWORK INC.	39,775.00	39,775.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0335	MATHEMATICAL OLYMPIADS FOR ELE	238.00	238.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0336	KATIE'S CREATIVE GIFTS	258.52	258.52	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0337	SIMPLE SOLUTIONS	1,481.56	1,481.56	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
N22R0338	SIERRA SCHOOL EQUIPMENT COMPAN	3,568.68	3,568.68	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
N22R0339	LEARNING GENIE INC	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0340	DISCOVERY SCIENCE CENTER	150.00	150.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0341	HERITAGE MUSEUM OF ORANGE COUN	1,056.00	1,056.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0342	APPLE COMPUTER INC	321.10	321.10	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22R0343	AMAZON.COM	21.31	21.31	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22R0344	AMAZON.COM	312.48	312.48	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0345	AMAZON.COM	8.42	8.42	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
N22R0346	CURRICULUM ASSOCIATES LLC	99,648.00	99,648.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0347	ENVIRONMENTAL NATURE CENTER	864.00	864.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0348	CDW.G	418.51	418.51	0153750799 4350	Business Administration DC / Materials and Supplies
N22R0349	FULLERTON CHAMBER OF COMMERCE	570.00	570.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0350	SOUTHERN CALIFORNIA SUPERINTEN	150.00	150.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0351	ASSOC OF CA SCHOOL ADMINISTRAT	300.00	300.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0352	AMAZON.COM	392.24	392.24	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0354	AMAZON.COM	80.80	80.80	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0355	AMAZON.COM	64.11	64.11	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0356	AMAZON.COM	1,164.73	1,164.73	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22S0004	SUPPLY MASTER	408.84	408.84	0100000000 9320	Unrestricted / Stores
N22T0015	SYNOVIA SOLUTIONS LLC	172.41	172.41	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0049	APPLE COMPUTER INC	4,116.06	4,116.06	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
N22V0050	FORTNET SECURITY INC	66,115.01	30,500.00 35,615.01	0140955249 5810 0140955249 6550	Info Systems Serv Media DC / Data Processing Services Info Systems Serv Media DC / Repl Equip Greater Than
N22X0309	COSTCO WHOLESALE	1,500.00	1,500.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0310	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0311	LAKESHORE LEARNING	5,000.00	5,000.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0312	ORANGE CNTY DEPARTMENT OF EDUC	40,000.00	40,000.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22X0313	JOHN TRACY CLINIC	5,000.00	5,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0314	PROCARE THERAPY INC	30,000.00	30,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0315	STAFFREHAB	100,000.00	100,000.00	0125554321 5866	LEA Medi Cal Reimb Psych / Nonpublic Agency Services
N22X0316	LAUNCHPAD THERAPY FOR KIDS, TH	5,000.00	5,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0317	MAXIM HEALTHCARE SERVICES INC	50,000.00	50,000.00	0125554391 5866	LEA Medi Cal Reimb OT / Nonpublic Agency Services
N22X0318	LERNER, MARC	5,000.00	5,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
N22X0319	BEHAVIORAL LEARNING NETWORK	100,000.00	100,000.00	0142054201 5828	Special Ed Administration / Settlements
N22X0320	CENTRALIA SCHOOL DISTRICT	100,000.00	100,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
N22X0321	BEST BEST AND KRIEGER LLP	100,000.00	100,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
N22X0322	HOLLAR SPEECH AND LANGUAGE	2,600.00	2,600.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0323	VISION PERFORMANCE OPTOMETRIC	5,775.00	5,775.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0324	SEA CHANGE THERAPY LLC	20,000.00	20,000.00	0171054101 5865	Outside Services ICA NPA NPS / Nonpublic School
N22X0325	RUSSO FLECK AND ASSOCIATES	25,000.00	25,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0326	HALL, GABRIEL	3,000.00	3,000.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0327	SWING EDUCATION INC	15,000.00	15,000.00	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services
N22X0328	MORALES, ELIZABETH	2,450.00	2,450.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22X0329	DAYLE MCINTOSH CENTER FOR THE	2,000.00	2,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0330	SPEECH BANANAS	6,500.00	6,500.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0331	WODOBODE, AIMEE	15,000.00	15,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22Y0069	FULLERTON JOINT UHSD	12,000.00	12,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0070	LA HABRA CITY SCHOOL DISTRICT	5,000.00	5,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0071	ORANGE UNIFIED SCHOOL DISTRICT	40,000.00	40,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0072	PLACENTIA-YORBA LINDA USD	5,000.00	5,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<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>
		Fund 01 Total:	1,056,716.66		
		Fund 12 Total:	46,500.00		
		Total Amount of Purchase Orders:	1,103,216.66		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0008	ROCHESTER 100 INC	1,353.34	+169.17	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22M0014	KYA SERVICES LLC	91,745.00	+8,202.93	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0114	ROTO ROOTER	3,948.61	+98.61	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22R0074	S&S WORLDWIDE INC	1,776.58	-30.71	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0080	S&S WORLDWIDE INC	797.72	-6.45	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0249	DISCOUNT SCHOOL SUPPLY	1,117.39	-13.77	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22V0036	AMERICAN MODULAR SYSTEMS INC	301,316.00	+800.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Build
			+800.00	2567150851 6200	Facilities / Buildings and Improve of Build
			+800.00	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
	Fund 01 Total:		9,270.71		
	Fund 12 Total:		-50.93		
	Fund 25 Total:		1,600.00		
	Total Amount of Change Orders:		10,819.78		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/24/2019

FROM 08/23/2019 TO 09/05/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0353	FORTNET SECURITY INC		30,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
			35,615.01	0140955249 6550	Info Systems Serv Media DC / Repl Equip Greater Than
		66,115.01			
N22X0028	WARD, ELIZABETH		1,200.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
		1,200.00			
N22X0030	ADAMSON, GREG		1,680.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
		1,680.00			
N22X0032	GARZA, SAMUEL R.		1,440.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
		1,440.00			
N22X0033	BANDA, JESSICA FLORES		1,200.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
		1,200.00			
N22X0235	CUARA, FIORELLA		9,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
		9,000.00			
	Fund 01 Total:	80,635.01			
	Total Amount of Purchase Orders:	80,635.01			

Addendum to:

Purchase Orders Report
Board of Trustees Meeting 09/24/2019

The following PO fell within the previous Board Report's reporting timeframe but appeared as a new PO for this reporting period:

PO Details:					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
N22D0092	Epic Sports Inc	99.57	99.57	01302201014310	LCFF Supplemental Inst Nicolas

The following PO was cancelled during this reporting period but does not appear in the report:

Cancelled PO's:					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
N22E0016	Alva, Elizabeth	500.00	500.00	01522587495885	Personnel Commission Discret

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: September 24, 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 220135 THROUGH 220157 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 23, 2019 through September 5, 2019 contains purchase orders numbered 220135 through 220157 for the 2019/2020 school year totaling \$148,060.22. Purchase order numbers 220153 and 220155 were voided.

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

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220135 through 220157 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

9/9/2019 1:16:13 PM

Fullerton School District

Show all data where the Order Date is between 8/23/2019 and 9/5/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220144	8/29/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2572	\$2,572.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2006	\$6,018.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1807	\$12,649.00	
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090	\$0.2940	\$2,940.00	
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	
Sales Tax:						\$0.00
P.O. Total:						\$35,566.50
<input type="checkbox"/>						
Driftwood Dairy, Inc.	220145	8/29/2019	9/30/2019			<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	\$1.6500	\$49.50	
5	EA	10074	Cream Cheese, 3lb #60520	\$9.0750	\$45.38	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4888	\$14.89	
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	\$2.3693	\$11.85	
Sales Tax:						\$0.00
P.O. Total:						\$879.92
<input type="checkbox"/>						
Driftwood Dairy, Inc.	220146	8/29/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2572	\$1,286.00	
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2006	\$1,003.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1807	\$2,710.50	
Sales Tax:						\$0.00
P.O. Total:						\$4,999.50
Vendor Total:						\$41,445.92
So. CA School Nutrition Assoc.	220138	8/28/2019	8/28/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration for 5 meetings	\$275.0000	\$275.00	
Sales Tax:						\$0.00
P.O. Total:						\$275.00
<input type="checkbox"/>						
So. CA School Nutrition Assoc.	220157	9/5/2019	9/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration for all 5 meetings	\$275.0000	\$275.00	
3	ea	2	Pre-Registration for Students/Interns	\$50.0000	\$150.00	
2	ea	3	On-site Fees for Non-Members	\$75.0000	\$150.00	
Sales Tax:						\$0.00
P.O. Total:						\$575.00
Vendor Total:						\$850.00

Purchase Orders - Detail

9/9/2019 1:16:13 PM

Fullerton School District

Show all data where the Order Date is between 8/23/2019 and 9/5/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220135	8/23/2019	8/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs	\$28.5300	\$684.72	
2	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$46.72	
10	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$191.20	
5	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$231.30	
Sales Tax:						\$0.00
P.O. Total:						\$1,153.94
Gold Star Foods Inc.	220137	8/23/2019	8/30/2019	9/13/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	7223	Brownie, RF Fudge GS#100458/225 72/2.2oz.	\$25.8400	\$1,808.80	
Sales Tax:						\$0.00
P.O. Total:						\$1,808.80
Gold Star Foods Inc.	220140	8/28/2019	9/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
9	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$362.88	
6	case	30313	Bagel, Plain IW GS#134083 72/cs	\$27.6400	\$165.84	
Sales Tax:						\$0.00
P.O. Total:						\$528.72
Gold Star Foods Inc.	220149	8/30/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	30009	Hot Dog, GS#140300 Beef 8/1, Hoffy 80/cs	\$30.7900	\$184.74	
24	case	57018	Cheeseburger, Mini Twins GS#403436/ QCB655 72/4.55oz	\$52.1500	\$1,251.60	
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$343.85	
6	bag	4451	Sugar, Brown 25lb GS#210294	\$19.5900	\$117.54	
Sales Tax:						\$0.00
P.O. Total:						\$1,897.73
Gold Star Foods Inc.	220151	8/30/2019	9/24/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
11	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$256.96	
50	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$395.00	
7	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz	\$20.8300	\$145.81	
5	case	12201	Sunbutter Cup, GS#208125 200/cs	\$58.3500	\$291.75	
7	case	12003	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$241.78	
4	case	7014	Cracker, Goldfish, Chddr GS#200290 300/case	\$64.6100	\$258.44	
4	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$146.7600	\$587.04	
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs	\$44.0400	\$176.16	
5	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs	\$40.8900	\$204.45	
Sales Tax:						\$0.00
P.O. Total:						\$2,557.39
Gold Star Foods Inc.	220152	9/4/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	cs	4341	Dressing, Ranch Light GS#300050 4/1gal	\$36.6000	\$732.00	
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs	\$12.6000	\$756.00	
60	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,348.40	
21	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$891.87	
16	case	30340	Pancakes, Mini Maple GS#134287 Eggo IW 72 ct.	\$30.2900	\$484.64	
40	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$38.0200	\$1,520.80	
Sales Tax:						\$0.00
P.O. Total:						\$6,733.71

Purchase Orders - Detail

9/9/2019 1:16:13 PM

Fullerton School District

Show all data where the Order Date is between 8/23/2019 and 9/5/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220154	9/4/2019	9/10/2019			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
14	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	\$79.4700	\$1,112.58
15	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$39.7200	\$595.80
Sales Tax:					\$0.00
P.O. Total:					\$1,708.38

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
14	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs	\$55.1100	\$771.54
Sales Tax:					\$0.00
P.O. Total:					\$771.54
Vendor Total:					\$17,160.21

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
10	case	83306	Plate, 9" Plastic, Clear WNA-OP9240CL 240 /case	\$68.6500	\$686.50
1	case	83506	Lid HighDome , Pactive P9812, 1000ct	\$54.9500	\$54.95
1	case	86206	Tray 16 rnd blk disposable Pactiv 9816K 50/case	\$94.5600	\$94.56
1	case	83504	Lid HighDome Pactiv P9816 16" round 50/case	\$92.7200	\$92.72
Sales Tax:					\$0.00
P.O. Total:					\$928.73

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
18	case	84009	Inserts, Cup 16 oz. SAB-14003D 1000/case	\$69.4800	\$1,250.64
6	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280	\$12.6000	\$75.60
11	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$9.2000	\$101.20
Sales Tax:					\$5.86
P.O. Total:					\$1,433.30

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
3	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$56.40
120	each	80024	Knife, Safety Utility, Lizard CSP-LZ-S 6/box	\$3.7917	\$455.00
Sales Tax:					\$39.63
P.O. Total:					\$551.03
Vendor Total:					\$2,913.06

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Combi Oven, Gas Model#B228206.19E	\$36,231.5800	\$36,231.58
1	ea	1	Chefs' Toys Services	\$285.0000	\$285.00
Sales Tax:					\$2,830.04
P.O. Total:					\$39,346.62
Vendor Total:					\$39,346.62

Purchase Orders - Detail

9/9/2019 1:16:13 PM

Fullerton School District

Show all data where the Order Date is between 8/23/2019 and 9/5/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Crown Lift Trucks	220136	8/23/2019	8/23/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	ea	1	Pin Roll, #060000-051	\$0.4000	\$1.20	
2	ea	1	Load Sheel Asm. 5.00x4.12, #115033-302-88	\$59.2500	\$118.50	
1	ea	1	Labor Charge	\$397.5000	\$397.50	
					Sales Tax:	\$9.27
					P.O. Total:	\$526.47
					Vendor Total:	\$526.47

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	220143	8/29/2019	8/29/2019		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Discharge Temp. Control Valve	\$450.0000	\$450.00	
1	ea	1	Expansion Valve	\$240.0000	\$240.00	
1	ea	1	Drier	\$60.0000	\$60.00	
1	ea	1	Electrical/Hardware	\$100.0000	\$100.00	
1	ea	1	Recovery Limited 1-10	\$40.0000	\$40.00	
1	ea	1	Regular Service Charge	\$30.0000	\$30.00	
6	hr	1	Quoted Prevailing Wage	\$162.0000	\$972.00	
					Sales Tax:	\$65.88
					P.O. Total:	\$1,957.88
					Vendor Total:	\$1,957.88

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
National Resource Management, Inc.	220147	8/30/2019	8/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated routine maintenance	\$300.0000	\$300.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$300.00
					Vendor Total:	\$300.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Eduardo Gonzalez	220148	8/30/2019	8/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Stater Bros., Invoice dated 8/28/19	\$5.9800	\$5.98	
					Sales Tax:	\$0.00
					P.O. Total:	\$5.98
					Vendor Total:	\$5.98

GRAND TOTAL \$ 63,060.22
 (NET OF OPEN P.O.'s)

CONSENT ITEM

DATE: September 24, 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 123952 THROUGH 124114 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 123952 through 124114 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	\$831,801.54
12 Child Development	6,923.06
14 Deferred Maintenance	34,300.03
21 Building Fund	7,999.99
25 Capital Facilities	20,331.20
40 Special Reserve	224,603.80
68 Workers' Compensation	19,725.61
81 Property / Liability Insurance	1,090.40
Total	<u>\$1,146,775.63</u>

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

Funding: The total amount presented for approval is \$1,146,775.63 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 123952 through 124114 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: September 24, 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 13836 THROUGH 13867 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13836 through 13867 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 \$216,139.44, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13836 through 13867 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, of Innovation and Instructional Support

SUBJECT: APPROVE REQUEST TO SOLICIT COMPETITIVE PROPOSALS FOR BIDS FOR DATA NETWORK EQUIPMENT FOR E-RATE Y18 (2019/2020) UTILIZING PUBLIC CONTRACT CODE (PCC) 20118.2

Background: The Fullerton School District currently connects all of its physical data port and wireless access points through network switches. These switches reside in data cabinets located at each school site. These network switches were installed in 2003 and are at their end of life by the manufacturer.

Rationale: The Fullerton School District currently has over 15,000 internet connected devices. These devices require access to educational content online so more bandwidth will be required for the schools. All network/internet traffic travels through these devices in order to go to the internet.

Funding: Not applicable.

Recommendation: Approve request to solicit competitive proposals for bids for data network equipment for E-Rate Y18 (2019/2020) utilizing public contract code (PCC) 20118.2.

JD:SR:rr

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Jeremy Davis Assistant Superintendent of Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, of Innovation and Instructional Support

SUBJECT: APPROVE REQUEST TO SOLICIT COMPETITIVE PROPOSALS FOR BIDS FOR CABINET WIRING AND WIRELESS ACCESS POINT INSTALLATION SERVICES FOR E-RATE Y21 (2019/2020) UTILIZING PUBLIC CONTRACT CODE (PCC) 20118.2

Background: The Fullerton School District uses wireless access points connected to network data cabinets to provide internet access to all of our students.

Rationale: The Fullerton School District occasionally needs new wireless access points installed and network data cabinets updated or installed.

Funding: Not applicable.

Recommendation: Approve request to solicit competitive proposals for bids for cabinet wiring and wireless access point installation services for E-Rate Y21 (2019/2020) utilizing public contract code (PCC) 20118.2.

JD:SR:rr

CONSENT ITEM

DATE: September 24, 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 NONPUBLIC SCHOOL MASTER CONTRACTS WITH BEACON DAY SCHOOL, OLIVE CREST ACADEMY – GARDEN GROVE, OLIVE CREST ACADEMY – ORANGE, AND SPEECH AND LANGUAGE DEVELOPMENT CENTER EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

Background: These 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 these nonpublic schools are as follows:

Beacon Day School:

Basic Education Program/Special Education Instruction	\$208.19/per day
Behavior Intervention/LVN	\$ 56.79/per hour
Behavior Intervention Supervision	\$106.06/per hour
Functional Behavioral Analysis	\$ 130/per hour
Adapted Physical Education	\$ 130/per hour
Language and Speech Therapy	\$ 130/per hour
Occupational Therapy	\$ 140/per hour
Physical Therapy	\$ 140/per hour
Counseling and Guidance Services	\$ 130/per hour
Transportation + \$2.50 per mile	\$ 90 + 2.50/per day
Behavior Intervention During Transportation	\$ 90/per day

Olive Crest Academy – Garden Grove:

Basic Education Program/Special Education Instruction, includes DIS Counseling, 30 min of Group and 30 min Ind Counseling per wk, Case management - average of 1 hr per week, Mutli-Disciplinary team collaboration regarding IEP, 30-45 min per week, Emergency/Crisis Counseling - average of 30-60 min per week, Behavior Intervention Development, Behavior Intervention Implementation services, College and Career Awareness and Vocational Assessment	\$190.77/per day
Transportation Round Trip, Rate A	\$ 46.94/0-20 miles per day
Rate B	\$ 57.78/21-45 miles per day
Rate C	\$ 68.73/46+ miles per day
1:1 Behavioral Assistant in Classroom	\$122.08/per day
1:1 Behavioral Assistant during Transit	\$ 65.78/per day
Speech and Language	\$ 57.52/per 30 minutes
Speech and Language Assessment	\$131.74/per hour

Additional Student Counseling	\$123.91/per hour
Parent Training/Counseling	\$112.78/per hour
Behavioral Support Services (outside of school hours)	\$109.22/per hour
Translation Services	\$ 75/per IEP
Private Transportation	\$175/per hour
Re-Connect Program	\$125/per hour
Wraparound Services up to 20 hrs per month	\$3,000/up to \$4,800 per month

Additional hours beyond 20 hours per month \$150/per hour

Olive Crest Academy – Orange:

Basic Education Program/Special Education Instruction, includes DIS Counseling, 30 min of Group and 30 min Ind Counseling per wk, Case management - average of 1 hr per week, Mutli-Disciplinary team collaboration regarding IEP, 30-45 min per week, Emergency/Crisis Counseling - average of 30-60 min per week, Behavior Intervention Development, Behavior Intervention Implementation services, College and Career Awareness and Vocational Assessment	\$190.77/per day
Transportation Round Trip, Rate A	\$ 46.94/0-20 miles per day
Rate B	\$ 57.78/21-45 miles per day
Rate C	\$ 68.73/46+ miles per day
1:1 Behavioral Assistant in Classroom	\$122.08/per day
1:1 Behavioral Assistant during Transit	\$ 65.78/per day
Speech and Language	\$ 57.52/per 30 minutes
Speech and Language Assessment	\$131.74/per hour
Additional Student Counseling	\$123.91/per hour
Parent Training/Counseling	\$112.78/per hour
Behavioral Support Services (outside of school hours)	\$109.22/per hour
Translation Services	\$ 75/per IEP
Private Transportation	\$175/per hour
Re-Connect Program	\$125/per hour
Wraparound Services up to 20 hrs per month	\$3,000/up to \$4,800 per month

Additional hours beyond 20 hours per month \$150/per hour

Speech and Language Development Center:

Basic Education Program/Special Education Instruction	\$167/per day
Speech and Language	\$109/per hour
AAC Consult	\$109/per hour
Adapted Physical Education	\$ 98/per hour
Occupational Therapy	\$109/per hour
Physical Therapy	\$109/per hour
Counseling	\$106/per hour
BID – Certified Behavior Analyst	\$109/per hour
BII – Behavior Intervention Implementation	\$ 38/per hour
Social Skill	\$ 99.50/per hour
1:1 Aide	\$ 25/per hour
2:1 Aide	\$ 16/per hour

3:1 Aide	\$ 14/per hour
1:1 Bus Aide	\$ 25/per day
Transportation – Local Round Trip	\$ 47/per day
Transportation – Local One Way	\$ 28.20/per day
Transportation – Medium Round Trip	\$ 57.50/per day
Transportation – Medium One Way	\$ 34.50/per day
Transportation – Distant Round Trip	\$ 70/per day
Transportation – Distant One Way	\$ 34.50/per day

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

Rationale: The nonpublic schools referenced above are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of these contracts is to be in the amount of the individual service agreements to be paid from Student Support Services budget funds (#710 and #504).

Recommendation: Approve/Ratify Nonpublic School Master Contracts with Beacon Day School, Olive Crest Academy – Garden Grove, Olive Crest Academy - Orange, and Speech and Language Development Center effective July 1, 2019 through June 30, 2020.

JL:RG:vm

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robyn Clemente, Principal, Nicolas Junior High School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION, TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT NICOLAS JUNIOR HIGH SCHOOL EFFECTIVE SEPTEMBER 30, 2019 THROUGH DECEMBER 17, 2019**

Background: Parent Education Bridge for Student Achievement Foundation (PEBSAF) will be providing trainers and curriculum for parents enrolled in the program to complete a one-time per week course centered on parent proficiency using technology. The course will be composed of ten (10) workshop sessions.

Rationale: Computer literacy is essential for our parent community to assist, guide, and protect their children when using technology in their daily lives.

Funding: Cost not to exceed \$4,740 and is to be paid from site Title I budget (#212).

Recommendation: Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation, to provide ongoing training for parent technology classes at Nicolas Junior High School effective September 30, 2019 through December 17, 2019.

JL:RC:nm
Attachment



Parent Education Bridge for Student Achievement Foundation

P.O. Box 5171, Whittier, CA 90607 Email: ParentEducation@pebsaf.org www.PEBSAF.ORG

IRS Tax Identification: **300603052**

"Where Innovation Meets Parent Education"™

Service Quote 09/04/2019

Technology Academy for Parents: Part III

Technical and Professional Development

This agreement is entered between **Parent Education Bridge for Student Achievement Foundation (PEBSAF.ORG)**, and Nicolas Junior High School (714) 447-7775 a Fullerton School District school.

Description of services to be rendered:

*Parent Education Bridge for Student Achievement Foundation will present **10 Computer Digital Skills sessions in Spanish** for a total fee-for-service of **\$ 4,740. (\$4,990.00 – Special Discount \$250.00)***

- The class will be presented by one instructor and two assistants.
Each session will last 2 hours with a break. Dual projection (English and Spanish)
- PEBSAF will assist the school in promoting and inviting (**outreach**) parents to the sessions.*
- School will provide translation services, if necessary.
- School will provide computers for parents to use, Internet connectivity and a printer.
- **School will provide a Purchase Order prior to the first workshop to be presented.**

Service Requested by: Robyn Clemente Principal, Nicolas Junior High School 714-447-7775
Robyn_Clemente@myfsd.org

Outreach services to be provided by PEBSAF include:

- PEBSAF will actively contact parents via phone in advance to each parent workshops session.
- PEBSAF will provide a sample flyer (Spanish/English) for the school to print and distribute to all the parents.
- PEBSAF will make documentation available in English and Spanish for the parents attending the workshops.
- PEBSAF will raffle one refurbished laptop computer to encourage parents to attend the classes.
- School will provide PEBSAF with the parents' contact information in order for PEBSAF to invite parents.
- This information will only be used to contact the parents and invite them to attend the classes.
The parents' contact information will be kept strictly confidential.

Special Requirements:

- The class will be presented using dual projection (English and Spanish).
- The class will be presented by one instructor and two assistants.
One assistant will be assigned to support the English-speaking parents, and the other assistant will be assigned to support the Spanish-speaking parents.

Technical and Professional Development

**Service Requested by: Robyn Clemente Principal, Nicolas Junior High School 714-447-7775
Robyn_Clemente@myfsd.org**

	Technology Academy for Parents	Date	Time
1	Practical use of the internet to help your child succeed in school	9/30/2019	8:30 A.M.
2	Cyber-safety and the good use of the internet	10/7/2019	8:30 A.M.
3	Understanding social media and the impact on the children	10/21/2019	8:30 A.M.
4	Google translate/Docs: A communication tool for English Learners	10/28/2019	8:30 A.M.
5	Communicating via email with teachers and school personnel	11/4/2019	8:30 A.M.
6	Google Calendar: Prioritize homework and projects	11/18/2019	8:30 A.M.
7	Google Docs: Creating a resumé	12/2/2019	8:30 A.M.
8	Research class project: How to prepare get a better job	12/9/2019	8:30 A.M.
9	Research: GED, interviewing techniques, dress for success	12/16/2019	8:30 A.M.
10	Presentation of class project by parents Parent Graduation Ceremony and Computer Raffle!	12/17/2019	8:30 A.M.

Authorized School Signature: _____

Date: _____

CONSENT ITEM

DATE: September 24, 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 NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BEHAVIORAL HEALTH WORKS, INC., EFFECTIVE JULY 1, 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:

Behavioral Health Works, Inc:	
Behavior Intervention – Design or Planning	\$ 75/per 60 min
Behavior Intervention – Implementation	\$ 65/per 60 min
Counseling and Guidance	\$ 65/per 60 min
Lanuage and Speech	\$110/per 60 min
Occupational Therapy	\$110/per 60 min
Parent Counseling and Training	\$100/per 60 min
Psychological Services	\$100/per 60 min

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 Special Education General Fund.

Recommendation: Approve/Ratify Nonpublic Agency Master Contract between Fullerton School District and Behavioral Health Works, Inc., effective July 1, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

SCHOOL

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

BEHAVIORAL HEALTH WORKS, INC.

**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:
BEHAVIORAL HEALTH WORKS, INC.**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **25th day of September, 2019**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **BEHAVIORAL HEALTH WORKS, INC.** (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 July 1, 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 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
BEHAVIORAL HEALTH WORKS, INC.

LEA,
FULLERTON SCHOOL DISTRICT

Nonpublic School/Agency

By: _____
Signature Date

MONTE LIM
DIRECTOR OF ADMINISTRATION

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: MONTE LIM, DIRECTOR OF ADMINISTRATION
NPA: BEHAVIORAL HEALTHWORKS, INC.
Address: 1301 E. ORANGEWOOD AVE, ANAHEIM, CA 92805
Phone: 800-249-1266 x.207, 800-385-8191 fax
Email: accounting@behavioralhealthworks.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 53, 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: BEHAVIORAL HEALTH WORKS, INC.

CONTRACTOR NUMBER: 1A-30-173

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 – Design or Planning	\$ 75	per 60 min
(2) Behavior Intervention - Implementation	\$ 65	per 60 min
(3) Counseling and Guidance	\$ 65	per 60 min
(4) Language and Speech	\$110	per 60 min
(5) Occupational Therapy	\$110	per 60 min
(6) Parent Counseling and Training	\$100	per 60 min
(7) Psychological Services	\$100	per 60 min

CONSENT ITEM

DATE: September 24, 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 CONTRACTS WITH ED THEORY, KETCHTALK SPEECH THERAPY, INC., PROFESSIONAL TUTORS OF AMERICA, AND THERAPY MANTRA, INC., EFFECTIVE SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

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

The rates for these nonpublic agencies are as follows:

Ed Theory:

SLP	\$ 82/per 60 min
SLP – Bilingual	\$ 85/per 60 min
SLPA	\$ 65/per 60 min
OT	\$ 82/per 60 min
PT	\$ 82/per 60 min
School Psychologist	\$ 95/per 60 min
Board Certified Behavior Analyst (BCBA)	\$110/per 60 min
RN	\$ 82/per 60 min
LVN	\$ 82/per 60 min

Ketchtalk Speech Therapy, Inc.:

SLP	\$ 90/per 60 min
SLP – Bilingual	\$ 93/per 60 min
SLPA	\$ 62/per 60 min

Professional Tutors of America:

Behavior Intervention Design Planning	\$120/per 60 min
Behavior Intervention Design Implementation	\$75-\$120/per 60 min
Counseling & Guidance	\$120/per 60 min
Language Speech	\$120/per 60 min
Occupational Therapy	\$120/per 60 min
Vocational Education & Career Development	\$ 90/per 60 min
Academic Tutoring	\$ 75/per 60 min
Academic Achievement Test	\$ 75/per 60 min

Therapy Mantra, Inc.:

Speech Language Pathologist	\$ 83/per 60 min
Speech Language Pathologist Assistant	\$ 62/per 60 min
Occupational Therapist	\$ 82/per 60 min
Certifed Occupational Therapy Assistant	\$ 62/per 60 min

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

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 contracts and is to be paid from Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contracts with Ed Theory, Ketchtalk Speech Therapy, Inc., Professional Tutors of America, and Therapy Mantra, Inc., effective September 25, 2019 through June 30, 2020.

JL:RG:vm

CONSENT ITEM

DATE: September 24, 2019

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

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

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND HAUFFE COMPANY INC. EFFECTIVE SEPTEMBER 25, 2019 THROUGH MARCH 24, 2020**

Background: The District is seeking support services related to the DSA Project Closeout and Certification to ensure the project is completed on time.

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: District agrees to pay Hauffe Company Inc. a base consulting fee not to exceed \$48,000 during the term of this agreement from the General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Hauffe Company Inc. effective September 25, 2019 through March 24, 2020.

RC:yd
Attachment

CONSULTING AGREEMENT

This AGREEMENT is hereby entered between the Fullerton School District, hereinafter referred to as "DISTRICT," and Hauffe Company Inc. (HCI)

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

WHEREAS, HCI 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 HCI: Support services related to the DSA Project Closeout and Certification for the District per the proposal dated September 25, 2019.
2. Term. HCI shall commence providing services under this AGREEMENT on September 25, 2019 and will diligently perform as needed and until March 24, 2020.
3. Compensation. DISTRICT agrees to pay the HCI a base consulting fee not to exceed \$48,000.00 (Forty-eight thousand dollars) during this term. DISTRICT shall pay HCI according to the following terms and conditions: The billing will be applied over 6 month increments of \$8,000 per month. Payment within thirty days of completed invoice.
4. Expenses. DISTRICT shall not be liable to HCI for any costs or expenses paid or incurred by HCI in performing services for DISTRICT.

5. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create an employment, partnership, joint venture or any relationship other than an independent consulting relationship between District and HCI or cause either party to be responsible in any manner for the debts and obligations of the other party. HCI acknowledges and agrees that the Services to be performed under this Agreement are those of an independent contractor, and that HCI is solely responsible for the Services and any other work performed as a result of this Agreement. HCI represents and warrants that HCI, its subcontractors, and their employees, and agents are not officers, agents, or employees of Client. HCI acknowledges and agrees any personnel performing the Services under this Agreement shall always be under HCI's exclusive direction and control, and that HCI is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. HCI further acknowledges and agrees that HCI shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Agreement, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Materials. HCI 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.

HCI'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. HCI agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to HCI and shall not be copied in whole or in part from any other source, except that submitted to HCI by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: HCI understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. HCI consents to use of HCI's name in conjunction with the

sale, use, performance and distribution of the matters, for any purpose and in any medium.

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.

10. Hold Harmless. HCI 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 HCI or any person, firm or corporation employed by the HCI, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the HCI, or any person, firm or corporation employed by the HCI, 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. Pursuant to Section 10, HCI agrees to carry a comprehensive general and automobile liability insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate in a form mutually acceptable to both parties to protect HCI and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, HCI agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.” No later than thirty (30) days from execution of this AGREEMENT by the DISTRICT and HCI, HCI shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. HCI agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment. The obligations of the HCI pursuant to this AGREEMENT shall not be assigned by HCI.

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. HCI 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 HCI, HCI’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses. HCI and all HCI’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. HCI, if an employee of another public agency, agrees that HCI 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.

17. Nondiscrimination. HCI agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non-Waiver. The failure of DISTRICT or HCI 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 Dr.

Fullerton, CA 92833

Attn: Assistant Superintendent

HCI:

Hauffe Company, Inc.

2713 Lowell Lane

Santa Ana, CA 92706

Attn: Kurt Hauffe

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. 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 25th DAY OF September 2019.

Fullerton School District

Hauffe Company, Inc.

By: _____

By: _____

Robert R. Coghlan, Ph.D.

Typed Name

Hauffe Company, Inc.

Typed Name

Assistant Superintendent, Business Services

Title

Not Applicable

Title

To be provided on W-9

Taxpayer Identification Number

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

All requests and related documents are on file in the Superintendent's Office.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH EMERALD COVE OUTDOOR SCIENCE (ECOS) INSTITUTE FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Emerald Cove Outdoor Science (ECOS) Institute conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino Mountains. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved Emerald Cove Outdoor Science (ECOS) Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as ECOS.

All requests and related documents are on file in the Superintendent's Office.

Rationale: Outdoor Science Schools, such as ECOS, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH GUIDED DISCOVERIES, INC., FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Guided Discoveries, Inc., conducts an overnight Outdoor Science and Environmental Education program at its locations on Catalina Island and AstroCamp located in the San Jacinto Mountains. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Risk Management has approved Guided Discoveries, Inc.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Guided Discoveries, Inc.

Maple School has submitted a Request for Overnight Field Trip form to participate in activities at Guided Discoveries, Inc. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Guided Discoveries, Inc., offer an integrated, educational program that provides standards-based learning experiences in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Guided Discoveries, Inc., for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AGREEMENT WITH THE ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA – DBA IRVINE RANCH OUTDOOR EDUCATION CENTER (IROEC) FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020**

Background: Irvine Ranch Outdoor Education Center (IROEC) conducts an overnight Outdoor Science and Environmental Education program at its location in Orange, and is accessible through Irvine Regional Park. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved Irvine Ranch Outdoor Education Center. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as IROEC.

Acacia, Beechwood, Richman, and Sunset Lane Schools have submitted a Request for Overnight Field Trip form to participate in activities at IROEC. All requests and related documents are on file in the Superintendent’s Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as IROEC, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer*, and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

All requests and related documents are on file in the Superintendent’s Office.

Rationale: Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Ocean Institute for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Pathfinder Ranch has been approved by Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Pathfinder Ranch.

All requests and related documents are on file in the Superintendent's Office.

Rationale: Outdoor Science Schools, such as Pathfinder Ranch, offer an integrated, educational program that provides standards-based learning experiences in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019

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

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

SUBJECT: APPROVE AGREEMENT WITH STRADLING, YOCCA, CARLSON & RAUTH AS BOND COUNSEL, WITH DAVID CASNOCHA LEAD COUNSEL, FOR A POTENTIAL MARCH 2020 OR NOVEMBER 2020 GENERAL OBLIGATION BOND MEASURE EFFECTIVE SEPTEMBER 25, 2019

Background: Based upon a presentation to the Board of Trustees on May 21, 2019, the board supported the administration contracting with a polling company, True North Research, to conduct a feasibility study for a potential March 2020 or November 2020 general obligation bond. The polling took place in July 2019 and the in-depth analysis of the results took place in August 2019. On August 13, 2019, the Board of Trustees authorized the administration to proceed with the informational and outreach phase of the process that could lead to placing a general obligation bond on either the March 2020 or November 2020 ballot. During the informational and outreach phase, it is critical that experienced legal counsel be available to advise the district, especially concerning any issues related to the use of public resources for informational and outreach activities.

Rationale: The District is seeking to use the law firm of Stradling, Yocca, Carlson, and Rauth, including the expertise of their Lead Counsel, Mr. David Casnocha, to provide bond counsel to the District.

Funding: Payment of any bond counsel fees are contingent on the successful election and issuance of bonds. The costs are then included in the issuance cost of the bonds, and there is no cost to the district. If there is not a successful election and issuance of bonds, all fees and reimbursable expenses are waived, and there is no cost to the district.

Recommendation: Approve agreement with Stradling, Yocca, Carlson & Rauth as bond counsel, with David Casnocha Lead Counsel, for a potential March 2020 or November 2020 General Obligation bond measure effective September 25, 2019.

RC:yd

Attachment

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

44 MONTGOMERY STREET, SUITE 4200

SAN FRANCISCO, CA 94104

TELEPHONE 415.283.2240

FACSIMILE 415.283.2255

CALIFORNIA
NEWPORT BEACH
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
SANTA BARBARA
SANTA MONICA

COLORADO
DENVER

NEVADA
RENO

WASHINGTON
SEATTLE

DAVID G. CASNOCHA
DIRECT DIAL: 415.283.2241
DCASNOCHA@SYCR.COM

BOND COUNSEL AGREEMENT

THIS BOND COUNSEL AGREEMENT, entered into as of the 25th day of September, 2019 by and between the FULLERTON SCHOOL DISTRICT (the “District”), a school district duly organized and existing under and pursuant to the laws of the State of California, and the law firm of STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation (“Bond Counsel”).

WITNESSETH:

WHEREAS, the District desires to be provided with bond counsel services in connection with the District’s possible solicitation of voter approval in 2020 of one or several general obligation bonds, and for the eventual issuance of general obligation bonds (the “Bonds”) authorized thereby;

NOW, THEREFORE, the District and Bond Counsel do mutually agree as follows:

1. Bond Counsel shall provide the necessary legal services in connection with the authorization, sale and consummation of the financing proceedings. Such services shall include the following:

Pre-Election Services

- a. draft the resolution necessary to call the bond election;
- b. confer with and advise the District as to the ballot measure, tax rate statement and ballot statements;
- c. confer and consult with the officers and administrative staff of the District and Orange County to the legally required procedures applicable to such election proceedings and as to any other matters relating to the elections proceedings;
- d. attend all meetings of the District, as well as any administrative meetings at which the election proceedings are to be discussed, when requested to attend or when attendance is deemed necessary for the proper planning or conduct of the election proceedings.

Post-Election Services

- a. prepare all resolutions (of the District and Orange County), and other legal documents necessary for the proper conduct of the financing proceedings;
 - b. prepare, review and explain to the District relevant tax certificates, including all rebate requirements;
 - c. prepare the arbitrage certificate, the signature and incumbency certificate and all other certificates and closing documents required to accompany delivery of the Bonds;
 - d. provide the legal opinion that the interest borne by the Bonds is excludable from Federal income taxes and State of California personal income taxes and approving in all regards the legality of all proceedings for the authorization, sale and delivery of the Bonds relating to the financing;
 - e. prepare the Preliminary and Final Official Statement and advise the District as to their compliance with applicable securities laws;
 - f. deliver advice on ongoing disclosure requirements and prepare certificates and agreements required to comply with all applicable federal securities laws;
 - g. assist the District in preparing for rating agency and investor presentations, and attend all rating agency and investor presentations in connection with the Bonds;
 - h. engage in negotiations with the bond insurance companies over the terms of any bond insurance commitment;
 - i. provide all other necessary services generally expected of Bond Counsel not listed above;
 - j. prepare and provide a complete transcript of the conduct of the proceedings necessary to accompany delivery of the Bonds; and
 - k. prepare formation documents of a Citizens' Oversight Committee, attend meeting of such committee and advise the District and Committee on all Proposition 39 requirements;
 - l. answer follow-up questions relating to the Bond issuance after the closing for no fee.
2. Bond Counsel shall assign primary responsibility for providing these services to David G. Casnocha and Carlos Villafuerte.

Fees

3. Payment of any bond counsel fees to Bond Counsel is contingent on the successful election and issuance of bonds. The Bond Counsel fees for bonds issued under a new voter authorization shall be \$65,000 for the first series of Bonds and \$60,000 per each series of Bonds thereafter.

In addition to that fee, Bond Counsel shall be reimbursed for all out-of-pocket expenses. Out-of-pocket expenses include word processing, photocopying, travel, express mail charges and the like. If the ballot measure authorizing the bonds does not receive the requisite votes, Bond Counsel shall not charge any fee for out-of-pocket disbursements.

To the extent the District requests Bond Counsel to provide “pre-election” services not directly related to the legal requirements to place a measure on the ballot or for other legal services relating to bond matters, Bond Counsel shall charge \$250 per hour for the provision of such service, billed and payable monthly on terms agreeable to the District. These fees cannot be paid from the proceeds of any Bonds issued.

As disclosure counsel Bond Counsel will prepare both the Official Statement for the Bonds and provide other services described herein. For preparation of the Official Statement, Bond Counsel shall charge a fixed fee of \$20,000 per issuance of Bonds. This fee for the Official Statement is in addition to the fee for acting as Bond Counsel.

4. Such aforesaid fees are payable at the time of delivery of the financing documents and consummation of the financing and are expected to be paid from the proceeds of the financing.

5. Bond Counsel warrants that no person has been employed to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the District the right to terminate this contract, or in its discretion to deduct from the Bond Counsel’s fee. The foregoing rights are not intended to limit other remedies available to the District in the event of a breach contemplated by section 5, nor is it intended to limit the right to terminate this contract to a breach contemplated by this section.

6. Bond Counsel shall not assign or transfer any interest in this contract except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other financial institution.

7. This Agreement shall also govern the issuance of any refunding bonds issued to refund the Bonds.

8. Bond Counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preferences, age, national origin, marital status, or physical handicap. Bond Counsel shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, gender, age, national origin, marital status, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. The term of this Agreement shall commence as of the date hereof and extend until termination by Bond Counsel or the District. This Agreement may be terminated by either party with or without cause following 30 days written notice of such termination.

10. It is expressly understood and agreed by both parties that Bond Counsel is an independent contractor and not an officer, agent or employee of the District.

11. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

12. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

IN WITNESS WHEREOF, the District and Bond Counsel have executed this Agreement the day and year first above written.

**STRADLING YOCCA CARLSON &
RAUTH, a Professional Corporation**

FULLERTON SCHOOL DISTRICT

By: _____
David G. Casnocha
Managing Shareholder

By: _____
Dr. Robert R. Coghlan
Assistant Superintendent, Business Services

CONSENT ITEM

DATE: September 24, 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 18/19-B058 THROUGH 18/19-B062 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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 18/19-B058 through 18/19-B062 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

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

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

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$221,000
2000	Classified Salaries	221,000
4000	Books and Supplies	-503,000
5000	Services & Other Operating Expenses	503,000
	Total:	\$0

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

Explanation: This Resolution reflects final adjustments to 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 \$5,068,721 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	\$5,068,721
Total:		\$5,068,721

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	\$17,831
2000	Classified Salaries	11,628
3000	Employee Benefits	5,080,772
4000	Books and Supplies	-1,263
5000	Services & Other Operating Expenses	-40,247
Total:		\$5,068,721

Explanation: This Resolution reflects an increase in revenue and expenditures for CalSTRS and CalPERS contributions the state paid on behalf of the District, and final adjustments to expenditures in the restricted General Fund.

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

Date: _____

By: _____

RESOLUTION NO. 18/19-B060

**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 \$139,970 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:

FUND 12 CHILD DEVELOPMENT

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$139,970
	Total:	\$139,970

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>
3000	Employee Benefits	\$139,970
	Total:	\$139,970

Explanation: This Resolution reflects an increase in revenue and expenditures for CalSTRS and CalPERS contributions the state paid on behalf of the District from the Child Development 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 \$8,324 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:

WORKERS' COMPENSATION FUND 68

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$8,324
Total:		\$8,324

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>Income Source</u>	<u>Amount</u>
3000	Employee Benefits	\$8,324
5000	Services & Other Operating Expenses	230,000
9790	Undesignated/Unappropriated	-230,000
Total:		\$8,324

Explanation: This Resolution reflects an increase in revenue and expenditures for CalPERS contributions the state paid on behalf of the District, and final adjustments to expenditures in the Workers' Compensation Fund.

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

Date: _____

By: _____

RESOLUTION NO. 18/19-B062

**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 \$2,323 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:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$2,323
	Total:	\$2,323

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>Income Source</u>	<u>Amount</u>
3000	Employee Benefits	\$2,323
5000	Services & Other Operating Expenses	22,000
9790	Undesignated/Unappropriated	-22,000
	Total:	\$2,323

Explanation: This Resolution reflects an increase in revenue and expenditures for CalPERS contributions the state paid on behalf of the District, and final adjustments to expenditures in the Property and Liability Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: September 24, 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-B005 THROUGH 19/20-B006 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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-B005 through 19/20-B006 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

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

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$2,000
4000	Books and Supplies	-2,000
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the 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 the previously budgeted income in the amount of \$281,890 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$290,484
8699	All Other Local Revenue	8,594
Total:		-\$281,890

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction 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>
4000	Books and Supplies	-\$220,986
5000	Services & Other Operating Expenses	-50,000
7000	Other Outgo	-10,904
Total:		-\$281,890

Explanation: This Resolution reflects a decrease in revenue and expenditures for Title I, Part A. It also includes various donations and 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: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: J.D. Mancha, Assistant Director, Transportation Services
SUBJECT: **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND FAST DEER BUS CHARTER, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS EFFECTIVE SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Fast Deer Bus Charter, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective September 25, 2019, through June 30, 2020, with Fast Deer Bus Charter, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

Fast Deer Bus Charter, Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$30,000.

Recommendation: Approve contract between Fullerton School District and Fast Deer Bus Charter, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

RC:MM:JM

Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 25th day of September 2019 between

FAST DEER BUS CHARTER, INC.
8105 Slauson Avenue
Montebello, California, 90640

hereinafter referred to as Fast Deer, and

FULLERTON SCHOOL DISTRICT
1401 West Valencia Drive
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Fast Deer owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Fast Deer desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Fast Deer shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Fast Deer. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Fast Deer shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, Fast Deer will either send a replacement bus(es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective September 25, 2019 and continue through June 30, 2020, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. Fast Deer shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Fast Deer shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Fast Deer shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.

8. During the term of this agreement, Fast Deer shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Fast Deer under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
 - b. Worker's compensation insurance as required by law to protect Fast Deer from claims which may arise from its operations under this Agreement.
 - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Fast Deer agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Fast Deer shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Fast Deer, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Fast Deer, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Fast Deer is an independent contractor, and not an officer, agent or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by Fast Deer which is caused by FSD students.
13. Fast Deer is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Fast Deer's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. 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, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. 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.
18. 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.
19. 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.
20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. 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.
22. 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 Dr.
Fullerton, CA 92833
Attn: Robert R. Coghlan, Ph.D.

CONTRACTOR:
Fast Deer Bus Charter, Inc.
8105 Slauson Avenue
Montebello, CA 90640
Attn: Eddie Wong

23. 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.
24. 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.
25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between Fast Deer and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

FAST DEER BUS CHARTER, INC.

By: _____
Signature

By: _____
Signature

Name: Robert Coghlan, Ph.D.

Name: Eddie Wong

Title: Assistant Superintendent
Business Services
714-447-7445
714-447-7514 (FAX)

Title: President
323-2014-8988
323-201-8900 (FAX)

Date: _____

Date: _____



July 9, 2019

Fullerton School District
 1401 W. Valencia Drive
 Fullerton, CA 92833
 (714) 447-7400

Re: Fullerton School District

Thank you for the opportunity to provide rates for transportation services for your school. Per your request, I have compiled the following rates for you:

2019- 2020 SCHOOL YEAR

Motor Coach Size	5 Hour Minimum	Deadhead Charges	Overnight / Out of County	Overtime/hour Past 5 Hours	PUC tax/ Fuel surcharge
22-24 Passengers	\$600.00	\$0.00	\$1,225.00 <i>(No Luggage)</i>	\$120.00	10.25%*
27-30 Passengers	\$625.00	\$0.00	\$1,325.00 / Day	\$125.00	10.25%*
38-40 Passengers	\$650.00	\$0.00	\$1,400.00 / Day	\$130.00	10.25%*
47-50 Passengers	\$675.00	\$0.00	\$1,425.00 / Day	\$135.00	10.25%*
56-58 Passengers	\$700.00	\$0.00	\$1,500.00 / Day	\$140.00	10.25%*

* Fuel Surcharge based on current rate of 10.00%; PUC Tax .25%; Airport fees will apply (if applicable).

Rates are a general estimate only, and may change based on trip dates and availability.

Each luxury motor coach features reclining seats, air-conditioning, restroom, FasTrak transponder, and DVD player. The rates include transportation, PUC tax and fuel surcharge. The driver's gratuity is not included and optional, but is always appreciated for superior service. Driver lodging is not included for out of town service.

Again, thank you for allowing Fast Deer Bus Charter, Inc. the opportunity to provide rates for your transportation needs. If I can be of further assistance to you, please do not hesitate to contact me at (323) 201-8988.

Regards,

Gerardo Sanchez

Sales Executive



8105 Slauson Ave • Montebello, CA • 90640 • 323.201.8988 • FAX 323.201.8900

Any quotation contained herein is valid for 14 days from the date of quotation and is subject to availability of equipment at time of actual reservation. No guarantee of availability, express or implied, is made by virtue of providing this quotation. Fees and taxes (airport fees, PUC tax, surcharges, parking fees, etc.) are subject to change without advance notice.
 Fast Deer Bus Charter, Inc. USDOT 403387 ICC MC-165488 TCP 83-A Montebello, Ca.

CONSENT ITEM

DATE: September 24, 2019

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

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

PREPARED BY: J.D. Mancha, Assistant Director, Transportation Services

SUBJECT: APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND TRANSPORTATION CHARTER SERVICES, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS EFFECTIVE SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Transportation Charter Services, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective September 25, 2019, through June 30, 2020, with Transportation Charter Services, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

Transportation Charter Services, Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$30,000.

Recommendation: Approve contract between Fullerton School District and Transportation Charter Services, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

RC:MM:JM

Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 25th day of September 2019 between

TRANSPORTATION CHARTER SERVICES, INC.
1931 N. Batavia Street
Orange, California, 92865

hereinafter referred to as TCS, and

FULLERTON SCHOOL DISTRICT
1401 West Valencia Drive
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, TCS owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, TCS desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TCS shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by TCS. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. TCS shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, TCS will either send a replacement bus(es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective September 25, 2019 and continue through June 30, 2020, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. TCS shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. TCS shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. TCS shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.

8. During the term of this agreement, TCS shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of TCS under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
 - b. Worker's compensation insurance as required by law to protect TCS from claims which may arise from its operations under this Agreement.
 - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. TCS agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. TCS shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of TCS, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify TCS, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, TCS is an independent contractor, and not an officer, agent or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by TCS which is caused by FSD students.
13. TCS is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. TCS's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. 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, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. 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.
18. 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.
19. 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.
20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. 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.
22. 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 Dr.
Fullerton, CA 92833
Attn: Robert R. Coghlan, Ph.D.

CONTRACTOR:
Transportation Charter Services, Inc.
1931 N. Batavia Street
Orange, California, 92865
Attn: Terry Fischer

23. 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.
24. 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.
25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between TCS and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

Transportation Charter Services, Inc.

By: _____
Signature

By: _____
Signature

Name: Robert Coghlan, Ph.D.

Name: Terry Fischer

Title: Assistant Superintendent
Business Services
714-447-7445
714-447-7514 (FAX)

Title: President
714-637-4300
714-637-4377 (FAX)

Date: _____

Date: _____

Attachment A



Transportation Charter Services
 1931 N. Batavia Street Orange, CA 92865
 Fax: (714) 437-4377 Email: sales@tcsbus.com
www.tcsbus.com

(714) 637-4300



Fullerton School District – 2019/2020 School Year

Economy School Buses

	50/62 or 54/79 Pax
5 Hour Minimum	\$485
Each Additional Hour	\$78
Full Day Service (12 hours)	\$1030
Mileage	\$3.60
Idyllwild – Roundtrip	\$1720
Big Bear – Roundtrip	\$1675
Angeles Crest – Round Trip	\$1650
Running Springs – Round Trip	\$1595
Lake Arrowhead - Roundtrip	\$1545
Barton Flats - Roundtrip	\$1545
Forest Home – Roundtrip	\$1510
Additional Hour – Meal Stops	\$78

Deluxe Passenger Motorcoaches

	31 Pax	38/40 Pax	47/48 Pax	54/56 Pax
5 Hour Minimum	\$540	\$565	\$655	\$655
Each Additional Hour	\$88	\$98	\$108	\$108
Full Day Service (12 hours)	\$1155	\$1250	\$1410	\$1410
Mileage	\$4.10	\$4.30	\$4.75	\$4.95
Idyllwild – Roundtrip	\$1565	\$1750	\$1920	\$2260
Big Bear – Roundtrip	\$1595	\$1735	\$1855	n/a
Angeles Crest – Roundtrip	\$1545	\$1735	\$1905	\$2260
Running Springs – Roundtrip	\$1545	\$1710	\$1855	n/a
Lake Arrowhead - Roundtrip	\$1545	\$1710	\$1855	n/a
Barton Flats - Roundtrip	\$1470	\$1645	\$1745	\$2175
Forest Home – Roundtrip	\$1440	\$1590	\$1745	\$2175
Additional Hour – Meal Stops	\$88	\$98	\$108	\$108

o Cancellation fee - Less than 48 hours 100% of trip cost

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE SUSAN ALBANO, KELLY CASTILLO, ROSSANA FONSECA, JULIENNE LEE, AND YOLANDA MCCOMB TO ATTEND THE NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION (NABE) CONFERENCE IN LAS VEGAS, NEVADA FROM FEBRUARY 25-28, 2020**

Background: Since 1975, the National Association for Bilingual Education (NABE) has been a non-profit membership organization that works to advocate for education equity and excellence for bilingual/multilingual students in a global society. NABE organization serves to improve instructional practices for linguistically and culturally diverse children. NABE provides bilingual educators with high-quality professional development opportunities and advocates for adequate funding for the programs serving limited-English-proficient students. NABE keeps the rights of language-minority students clearly in focus as states and communities move forward with educational reforms.

Rationale: Fullerton School District personnel will benefit from attending the NABE conference to learn about bilingual/biliteracy programs that are implemented across the nation and in other countries. Along with internationally renowned keynote and featured speakers, there will also be special presentations from experts in the field and over 200 concurrent sessions. FSD staff will gain knowledge and skills that will benefit the school and the District that focus on strategies to support the acquisition of languages and promote cultural diversity.

Funding: Cost is not to exceed \$6,500 to be paid from Title III District funds (#224).

Recommendation: 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.

JL:SA:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Lee, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on September 16, 2019.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

RL:jb
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Salmones	Devin	Instructional Assistant/Rec	Working out of class Instructional Asst./Rec to Site Lead for After-School Program	8/5/19	60	8.00	329	B18/4
Serna	Elizabeth	Instructional Assistant/Rec	Working out of class Instructional Asst./Rec to Site Lead for After-School Program	8/5/19	60	8.00	329	B18/2
Gutierrez	Diana	Clerical Assistant II/BB	Working out of class from clerical assistant II/BB to office manager	7/25/19	16	8.00	403	B25/5
Naranjo	Angela	Instructional Assistant/Rec	Working out of Class Instructional Asst./Rec to Site Lead for After-School Program	8/5/19	60	8.00	329	B18/4
Ramirez	Roboam	Clerical Assistant II/BB	Working out of class from Clerical Assistant II/ to Technical Support Specialist I.	8/16/19	59	8.00	409	B26/4
Whittington	Gabrielle	Tech Library & Media Assistant	Extra summer hours, total of 8 hours	8/1/19	25	8.00	302	B21/1
Bradley	Jennifer	Administrative Secretary Sub	from (7/19/19-8/6/19) & Admin Secty (B34/1) from 8/7/19-until position is filled	7/19/19	58	8.00	522	B34/1
Rangel	Frank	Transporter	Extra summer hours, total of 8 hours per day	7/31/19	50	8.00	531	B20/6
Hernandez	Feliciano	Transporter	Extra summer hours, total of 8 hours per day	7/31/19	50	8.00	531	B20/6
Granados	Matthew	Chef	Extra summer hours, total of 8 hours total	7/31/19	90	8.00	606	B23/4
Maciel	Rosa	Food Service Assistant I	Temp. additional hours, 24 hours total	8/6/19	90	6.00	606	B08/16
Estrada	Rally	Food Service Assistant I	Temp. additional hours, 24 hours total	8/5/19	90	2.50	606	B08/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cipriano	Christy	Food Service Assistant I	Temp. additional hours, 2 extra hours	8/8/19	90	1.50	606	B08/3
Villanueva Arteaga	Cinthia	Clerical Assistant II/BB	Temporary additional hours, 20 hours	8/5/19	90	24.00/hrs	606	B20/4
Villanueva Arteaga	Cinthia	Clerical Assistant II/BB	Temporary additional hours, 3 hours	7/31/19	90	24.00/hrs	606	B20/4
Reynolds	Melody	Food Service Specialist	Temporary additional hours, 3 extra hours	8/1/19	90	8.00	606	B21/6
Choi	Diane	Food Service Assistant I	Temporary additional hours, 1 hours	8/8/19	90	1.50	606	B08/2
Alva	Elizabeth	Social Service Assistant	Temporary additional hours, 24 hours	6/3/19	51	8.00	391	B17/4
Knighton	Gena	Instructional Assistant/SE I	Extra summer work , not exceed 100 hours	7/27/19	23	6.10	304	B14/6
Blakie	Brandon	Instructional Assistant/Rec	Extra summer work 80 hours per employee	7/1/19	59	19.75/wk	409	B11/6
Otto-Gaskill	Patricia	Instructional Assistant/Reg	Extra summer work 80 hours per employee	7/1/19	59	3.75	409	B11/6
Villasenor	Arturo	Instructional Assistant/Rec	Extra summer work 80 hours per employee	7/1/19	59	18.75/wk	409	B11/6
Buckner	Kimberly	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	60	3.50	310	B11/1
Briseno	Sonia	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	60	3.50	310	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	4972		PDL 8/21/19-10/11/19					
Employee ID	2873		Medical Leave 8/18-8/25/19					
Cerda	Brianna	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	60	19.75/wk	81	B11/1
Chambers	Kristen N.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	27	3.00	302	B11/1
Chuy	Vivian	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	25	3.75	100-75% 303 25%	B11/1
Resch	Angelia	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	16	3.75	100	B11/1
O'Neil	Julie N.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	15	3.00	100	B11/1
Vasquez	Genesis Y.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	28	3.75	383	B11/1
Shuler	Erica L	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	15	3.00	302	B11/1
Moore	Devin A.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	11	3.75	100	B11/1
Montano	Alyssa D	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	60	19.50/wk	329	B11/1
Mendez	Diana	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	25	3.75	100	B11/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Martinez	Gabriella A.	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	60	19.50/wk	85	B11/1
Jovel	Allyson	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	21	3.75	383	B11/1
Huynh	Christine	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	22	3.75	100	B11/1
Holden	Sharon E.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	15	3.75	100	B11/1
Enriquez	Jessica	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	24	3.75	100	B11/1
Easdale	Evelyn R	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	27	3.00	100	B11/1
Vrsalovich	Wendy	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	60	3.50	310	B11/1
Tecson	Justine G.	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	22	15.00/wk	100	B11/1
Wheeler	Susan L.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	28	3.75	383	B11/1
Zavala	Jailene	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	60	19.50/wk	85	B11/1
Alvarez	Elizabeth	Instructional Assistant/Reg-SUB	Hire Probationary Status	8/19/19	99	0.00	100	B11/1
Fredman	Laura L.	Playground Supervisor-SUB	Hire Probationary Status	8/12/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cardona Gomez	Aura M.	Playground Supervisor-SUB	Hire Probationary Status	8/12/19	29	0.00	100	B11/1
Mercado	Rosa M.	Playground Supervisor-SUB	Hire Probationary Status	8/19/19	15	0.00	100	B11/1
Montes	Ileana E.	Instructional Assistant/Reg-SUB	Hire Probationary Status	8/15/19	99	0.00	100	B11/1
Montoya	Dalia	Instructional Assistant/Reg-SUB	Hire Probationary Status	8/12/19	99	0.00	100	B11/1
Sanchez	Ivette	Playground Supervisor-SUB	Hire Probationary Status	8/15/19	99	0.00	100	B11/1
Sawyer	Andrea	Instructional Assistant/Rec	Hire Probationary Status	8/13/19	10	15.00/wk	100	B11/1
Manuel	Dawn L.	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	16	3.00	100	B11/1
Miyatake	Linda Y.	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	13	3.75	100	B11/1
Pena Calvillo	Reyna	Health Assistan/BB	Hire Probationary Status	8/19/19	21	3.75	402	B18/1
Bounds	Brittany D.	Registered Associate Marriage/Family Therapist & Prof	Hire Regular Status	8/12/19	13	24.00/wk	504	18.00/hour
Camarena	Ami-Ray A.	Registered Associate	Hire Regular Status	8/12/19	17	24.00/wk	504	18.00/hour
Martinez	Sylvia M.	Registered Associate Marriage/Family Therapist & Prof	Hire Regular Status	8/12/19	28	24.00/wk	504-25% 302 75%	18.00/hour

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Williamson	Caitlin M.	Tech Library & Media Assistant-SUB	Hire Probationary Status	8/12/19	59	0.00	409	B21/1
Lietzau	Jamie L.	Tech Library & Media Assistant-SUB	Hire Substitutue Status	8/12/19	59	0.00	409	B21/1
Gonzalez Garcia	Victor A.	Tech Library & Media Assistant-SUB	Hire Substitutue Status	8/12/19	59	0.00	409	B21/1
Espinoza	Rosa I.	Instructional Assistant/Sped Ed I-SUB	Hire Substitutue Status	8/13/19	54	0	121	B11/1
Molina	Karla	Food Service Assistant I-SUB	Hire Substitutue Status	8/12/19	90	0.00	606	B08/1
Perez	Adela	Food Service Assistant I-SUB	Hire Substitutue Status	8/12/19	90	0.00	606	B08/1
Luper	Linzee R.	Registered Associate	Hire Regular Status	8/12/19	25	24.00/wk	504-50% 212 25% 302- 25%	18.00/hour
Employee ID	7045		Medical leave 8/15/19-10/15/19					
Gudmundsen	Kelly L.	Playground Supervisor	Voluntary reduction of hours from 2.5 to 1.75/week	8/12/19	13	1.75/wk	100	B11/1
Carlson	JoAnn	Playground Supervisor	Voluntary reduction of hours 5.75 to 4.5/wk	8/12/19	13	4.5/wk	100	B11/1
Lebs	Jody	Playground Supervisor	Voluntary reduction of hours from 2.5 to 2.0/wk	8/12/19	13	2.0/wk	100	B11/1
Lopez	Christina	Playground Supervisor	Voluntary reduction of hours from 6.25 to 1.0/wk	8/12/19	13	1.0/wk	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mendoza	Laura	Playground Supervisor	Voluntary reduction of hours 6.5 to 4.5/wk	8/12/19	13	4.5/wk	100	B11/1
Sianez	America Y.	Playground Supervisor	Voluntary reduction of hours 5.75 to 4.0/wk	8/12/19	13	4.0/wk	100	B11/1
Wheeler	Karen Jo	Playground Supervisor	Voluntary reduction of hours 6.0 to 5.0/wk	8/12/19	13	5.0/wk	100	B11/1
Berdeja	David	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	28.60/wk	565	B21/6
Urenda	Robert	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.20/wk	565	B21/6
Andrew	Delfia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.20/wk	565	B21/6
Andrews	Delfia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.50/wk	565	B21/6
Lopez	Noemi M.	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.00/wk	565	B21/6
Avilez	Roxana	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	31.10/wk	565	B21/6
Apodaca	Donna	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	33.10/wk	565	B21/6
Thompson	Marilyn	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.60/wk	565	B21/4
Arechiga	Gina	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	28.60/wk	565	B21/4

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Medina	Cristi	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.00/wk	565	B21/6
Gurrola Reyes	Georgina	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.60/wk	565	B21/6
Pirali	Oralia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	28.90/wk	565	B21/6
Meza	Mitchell	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.10/wk	565	B21/3
Johnson	Cynthia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.50/wk	565	B21/2
Hernandez	Silvia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.60/wk	565	B21/6
Ruiz	Sandra	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	32.60/wk	565	B21/6
Zuniga	Luis	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.80/wk	565	B21/5
Colin	Josefina	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.40/wk	565	B21/4
Chavira	Frances	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	29.10/wk	565	B21/5
Morales	Marith	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.60/wk	565	B21/4
Hukel	Cynthia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.70	565	B21/5

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Rosales	Josue	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.80/wk	565	B21/1
Garcia	Christine	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.00/wk	565	B21/1
Santos	Manuel	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	29.90/wk	565	B21/4
Navarrete	Ana	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	29.50/wk	565	B21/6
Esqueda	Yvonne	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.00/wk	565	B21/6
Drews	Judy	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.00/wk	565	B21/6
Bankston	Charles	School Saftey Monitor	Extra summer work not to exceed 10 hours	8/6/19	23	35.00/wk	304	B16/2
Illingworth	Shannon T.	Supervisor Nutritional Services	Resignation will not remain as a sub	8/16/19	90	8.00	606	B10/2
Marquez	Carmen L.	Instrutional Assistant/SE II B	Resignation will remain as a IA/SE I Sub	8/16/19	12	6.00	125	B14/2
Graham	Marisa L.	Instructional Assistant/Rec.	Resignation on probation	8/16/19	28	18.75/wk	100	B11/1
Lopez Medina	Teresa	Food Service Assistant I	Seperation NLA	8/14/19	90	0.00	606	B08/1
Employee ID	4660		Medical leave 8/22/19-8/29/19					

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Employee ID	6024		Paid Administrative Leave					
Employee ID	3586		LOA: 8/26/19-12/9/19					
Employee ID	4972		PDL: 8/21/19-10/11/19					
Employee ID	83		Medical leave 8/13/19-9/23/19					
Rodriguez	Pedro E.	Instructional Assistant/SE I	Hire Probationary Status	8/19/19	30	6.00	242	B14/1
Singer	Matthew	Instructional Assistant/Rec	Hire Probationary Status	8/21/19	30	18.75/wk	100	B11/1
Glaskell	Michelle	Instructional Assistant./Reg	Hire Probationary Status	8/22/19	12	3.75	100	B11/1
Jimenez	Sally	Instructional Assistant/Rec	Hire Probationary Status	8/22/19	60	19.50/wk	329	B11/1
Perez	Jennifer	Instructional Assistant/Reg	Hire Probationary Status	8/26/19	26	3.00	302	B11/1
Carreno	Yesenia	Instructional Assistant/Reg	Hire Probationary Status	8/26/19	28	3.75	212	B11/1
Son	KyoungGyo	Instructional Assistant/Reg	Hire Probationary Status	8/26/19	29	3.75	212	B11/1
Popov	Alyssa	Instructional Assistant/Rec	Hire Probationary Status	8/26/19	19	16.50/wk	100	B11/1

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Sambrano	Elizabeth	Instructional Assistant/Reg	Hire Probationary Status	8/19/19	21	3.75	100-80% 302 20%	B11/1
Cristea	Marilena	Instructional Assistant/Reg	Hire Probationary Status	8/21/19	26	3.75	100	B11/1
Hernandez	Christian	Instructional Assistant/Reg	Hire Probationary Status	8/19/19	28	3.75	212-20% 100 80%	B11/1
Gonzalez Pedroza	Irma	Instructional Assistant/Rec	Hire Probationary Status	8/19/19	60	19.50/wk	085	B11/1
Hernandez	Joel	Instructional Assistant/Rec	Hire Probationary Status	8/19/19	28	18.75/wk	100	B11/1
Choi	Kang Ju	Instructional Assistant/BB-Korean	Extra summer work NTE 14 hours	7/24/19	55	14.00	508	B14/6
Arteaga Villaneva	Cinthia	Clerical Assistant II/BB	Temporary additoinal hours-60 hours	8/19/19	90	24.00/wk	606	B20/4
Romo	Dora	Instructional Assistant/SE I	Temp. additional hours, 2.0/day	8/12/19	19	4.00	126	B14/6
Perez	Roberto	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B24/6
Rivera	Nadia	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B14/6
Rutledge	Matthew	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B11/4
Bankston	Charles	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B16/2

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Pappas	Stephanie	Registered Associate	Extra summer work-42 hours	6/10/19	22	42.00	504	18.00/hour
Aure	Jessica	Instructional Assistant/SE II B	Temp. additional hours, 12 hours per week	8/12/19	17	12.00/wk	121	B14/6
Acevedo	Amanda	Instructional Assistant/SE II B	Transfer from Golden Hill to Sunset Lane	8/12/19	15	6.00	121	B14/6
Robles	Aaron C.R	Instructional Assistant/SE II B	Transfer from Student Support Services to Pacific Drive	8/12/19	54	6.00	122	B14/1
Rivera	Angela	Instructional Assistant/SE I	Transfer from Commonwealth to Orangethorpe	8/12/19	12	3.00	122	B14/3
Ramirez	Andrew	Instructional Assistant/SE II B	Transfer from Fern Drive to Commonwealth	8/12/19	13	6.00	122	B14/2
Ora-Tazza	Tania L.	Instructional Assistant/SE II B	Transfer from Sunset Lane to Golden Hill	8/12/19	27	6.00	124	B14/5
Morse	Valerie	Instructional Assistant/SE I	Transfer from Hermosa Drive to Commonwealth	8/12/19	16	3.00	125	B14/1
Linarez	Cristina	Instructional Assistant/SE II B	Transfer from Student Support Services to Commonwealth	8/12/19	54	6.00	121	B14/2
Masterson	Barbara	Instructional Assistant/SE I	Transfer from Laguna Road to Orangethorpe	8/12/19	18	3.75	122	B14/6
Lee	Jessica P.	Instructional Assistant/SE I	Transfer from Rolling Hills to Pacific Drive	8/12/19	26	3.50	122	B14/2
Hatcher	Diane	Instructional Assistant/SE I	Transfer from Commonwealth to Fern Drive	8/12/19	12	6.00	130	B14/6

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Gray	Jennifer	Instructional Assistant/SE I	Transfer from Orangethorpe to Pacific Drive	8/12/19	21	3.00	122	B14/2
Espinosa	Brenda	Instructional Assistant/SE I	Transfer from Oranethorpe to Parks Jr. High	8/12/19	21	6.00	130	B14/6
Bachman	Jamie L.	Instructional Assistant/SE I	Transfer from Richman to Rolling Hills	8/12/19	25	6.00	122	B14/6
Bernardo	Krysten E.	Insturctional Assistant/SE II B	Transfer from Student Support Services to Fern Drive	8/12/19	54	6.00	504-50% 505 50%	B14/1
Valerio	Guadalupe	Playground Supervisor	Resignation will not remain as a sub	5/14/19	17	10.00	100	B11/1
Lu	Angela C.	Account Clerk I	Resignation will not remain as a sub	8/23/19	90	6.00	606	B20/3
Pou	Rofiah	Instuctional Assistant/Reg	Resignation will remain as a sub	8/23/19	60	3.50	310	B11/3
Campos	Jessica	Playground Supervisor	Resignation will not remain as a sub	8/16/19	15	5.20	100	B11/1
Hernandez	Vivian	Instructional Assistant/SE I	Resignation will not remain as a sub	8/12/19	20	3.00	122	B14/2
Yang	Michelle C.	Instructional Assistant/Rec	Resignation will not remain as a sub	8/12/19	13	15.00/wk	100	B11/2
Costello	Lynn M.	AVID Tutor	Seperation NLA	8/12/19	20	3.00	212	11.00/hour
Alvarez Santiago	Christian	AVID Tutor	Seperation NLA	8/12/19	20	3.00	212	11.00/hour

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Employee ID	2472		Medical Leave 8/22/19-8/27/19					
Employee ID	4941		LOA: 8/16/19-9/11/19					
Employee ID	3391		Medical Leave 9/4/19-9/4/20 (FMLA first 12 weeks)					
Cox	Magnolia	Instructional Assistant/SE I	Hire Probationary Status	8/26/19	21	3.00	122	B14/1
Berglund	Christopher	Instructional Assistant/SE I	Hire Probationary Status	8/27/19	54	6.00	505-50% 504 50%	B14/1
Dy Panco	Ralph B.	Instructional Assistant/Reg	Resignation on probation	8/12/19	16	15.00/wk	304	B11/1
Trout	Diana	Playground Supervisor	Resignation will remain as a sub	8/12/19	23	3.75	100	B11/1
Takahashi	Stacy	Instructional Assistant/Reg	Hire Probationary Status	8/27/19	24	3.75	86	B11/1
Employee ID	2472		Medical Leave 8/27/19-9/16/19					
Bustamante	Lisbeth	Instructional Assistant/Rec	Hire Probationary Status	8/26/19	60	19.75/wk	329	B11/1
Marquez	Carmen L.	Instructional Assistant/Sped Ed SUB	Seperation NLA	8/27/19	99	0.00	100	B11/1
Lyons	James R.	Custodian I -SUB	Seperation NLA	8/27/19	53	0.00	100	B11/1

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Pappas	Stephanie	Registered Associate	Seperation NLA	7/3/19	17	24.00/wk	302	18.00/hour
Lebs	Candice M	Instructional Assistant/Reg	Hire Probationary Status	8/29/19	21	3.75	383	B11/1
Jimenez	Sally	Instructional Assistant/Rec	Resignation will not remain as a sub	8/22/19	60	19.5/wk	329	B11/1
Stevens	Taylor J.	Instructional Assistant/Reg	Hire Probationary Status	8/29/19	12	3	100	B11/1
Trout	Diana	Playground Supervisor	Resignation will remain as a sub	8/12/19	23	0.00	100	B11/1
Employee ID	4660		Medical Leave 8/29/19-10/13/19					
Rodriguez	Jacqueline	Instructional Assistant/SE I	Resignation on probation-will remain as SUB	8/9/19	26	20.00/wk	305	B14/1
Vivar	Henry	Gardener	Working out of class from Gardener to Grounds Equipment Operator	7/29/19	53	8.00	547	B22/6
Dolores	Cortez	Instructional Assistant/BB	Working out of class-IA/BB to State Preschool Service Assistant/BB	8/6/19	60	8.00	231	B18/5
Belleque	Tonya	Instruational Assistant/SE II B	Transfer from Pacific Drive to Student Support Services	8/12/19	22	6.00	504-50% 505 50%	B14/6
Smith	Patricia	Instructional Assistant/SE II A	Temporary additional hours 1.0	8/12/19	20	6.50	242	B14/6
Cox	Magnolia	Instructional Assistant/SE I	Temporay additional hours 3.0/day	8/26/19	22	3.0	122	B14/1

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Gray	Jennifer	Instructional Assistant/SE I	Temporay additional hours 3.0/day	9/16/19	22	3.00	122	B14/2
Prado	Allyson D.	Instructional Assistant/SE II A	Related class transfer from IA/SE II to IA/SE I	8/12/19	29	5.00	125	B14/2
Hebert	Kathryn	Instructional Assistant/SE II A	Related class transfer from IA/SE II to IA/SE I-remove medical stipend	8/12/19	20	6.50	242	B14/6
Mora	Frankie	Instructional Assistant/SE II A	Related class transfer from IA/SE II A to IA/SE I-remove medical stipend.	8/12/19	25	6.00	242	B14/6
Mooney	Rosie	Instructional Assistant/SE II A	Related class transfer from IA/SE II A to IA/SE I-remove medical stipend.	8/12/19	25	6.00	242	B14/6
Duran	Aurora	Instructional Assistant/SE I	Temporay additional hours- 3.0/day	8/15/19	22	3.00	122	B14/2
Barrios	Kristin A.	Instructional Assistant/SE I	Related class transfer from IA/SE I to IA/SE II B	8/12/19	17	6.00	242	B14/2
McDermitt	Jill	Instructional Assistant/SE II A	Related class transfer from IA/SE II to IA/SE I	8/12/19	17	6.00	130	B14/6
Johnson	Kevin J.	Instructional Assistant/SE I	Related class transfer from IA/SE I to IA/SE II B	8/12/19	12	6.00	248	B14/2
Hill	Marlene	Instructional Assistant/SE II A	Medical stipend changed from 2% to 6%	8/12/19	29	6.00	242	B14/6
York	Deborah A.	Instructional Assistant/SE II A	Change medical stipend from 6% to 2%	8/12/19	13	9.00	242	B14/6
Smith	Patricia	Instructional Assistant/SE II A	Change medical stipend from 6% to 2%	8/12/19	20	6.50	242	B14/6

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Yang Hyo	Lim	Instructional Assistant/SE I	Hire Probationary Status	8/29/19	21	28.00/wk	122	B14/1
Employee ID	3805		Medical leave 9/30/19-10/1/19					
Marting	Karen	Instructional Assistant/SE I	Related to class transfer from IA/SE I to IA/SE II A	8/12/19	22	6.00	122	B14/6
Sexton	Heidi	Playground Supervisor	Seperation NLA	8/30/19	99	0.00	100	B11/1
Rael	Maya L.	Instructional Assistant/Rec	Hire Probationary Status	9/3/19	11	19.75/wk	100-95% 302 0.05%	B11/1
Solorio	Diana K	Instruational Assistant/SE II B	Hire Probationary Status	9/3/19	27	6.00	121	B14/1
Green	Valerie	Instructional Assistant/Reg	Hire Probationary Status	9/3/19	10	3.75	100	B11/1
Juge	Tenise L.	Playground Supervisor	Resignation will not remain as a sub	8/12/19	17	3.00	100	B11/1
Urrutia	Jose Jr.	Custodian I -SUB	Seperation NLA	8/30/19	53	8.00	547	B17/1
Garcia	Christine	Bus Driver	Termination on Probation	8/30/19	56	25.00/wk	565	B21/1
Benavidez	Maria G.	Clerical Assistant II	Step increase from 3 to 4	9/1/19	53	8.00	533-75% 547 25%	B19/4
Bernardo	Krysten E.	Instruational Assistant/SE II B	Step increase from 1 to 2	9/1/19	13	6.00	504-50% 505 50%	B14/2

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Ceja	Yajaira J.	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	2.00	606	B8/4
Cipriano	Christy	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	1.50	606	B8/4
Estrada	Faviola	Instructional Assistant/Rec	Step increase from 4 to 5	9/1/19	60	3.95	329	B11/5
Finley	Najya S.	Instructional Assistant/Reg	Step increase from 2 to 3	9/1/19	25	3.00	383	B11/3
Francis	Jeanette	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	1.50	606	B8/4
Garcia	Jacqueline	Instructional Assistant/SE II B	Step increase from 2 to 3	9/1/19	12	6.00	125	B14/3
Gonzalez-Saavedra	Jazmin	Instructional Assistant/Reg	Step increase from 2 to 3	9/1/19	19	3.00	212	B11/3
Jefferson	Tonya	Instructional Assistant/Rec	Step increase from 4 to 5	9/1/19	18	3.75	100	B11/5
Lisuk	Griffin W.	Instructional Assistant/Rec	Step increase from 1 to 2	9/1/19	24	3.10	100	B11/2
Luna	Cristina	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	2.00	606	B8/4
Lyng	Mary E.	Instructional Assistant/SE I	Step increase from 4 to 5	9/1/19	18	6.00	130	B14/5
Mariano	Kyle Brice	Instructional Assistant/Rec	Step increase from 1 to 2	9/1/19	16	2.50	304	B11/2

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Martinez	Martha	Instructional Assistant/SE I	Step increase from 2 to 3	9/1/19	25	3.00	126	B14/3
Milhander	Laura A.	Instructional Assistant/SE I	Step increase from 4 to 5	9/1/19	20	6.00	130	B14/5
Morse	Valerie	Instructional Assist/SE I	Step increase from 1 to 2	9/1/19	12	5.00	125	B14/2
No	Devin A.	Instructional Assistant/Rec	Step increase from 3 to 4	9/1/19	27	3.75	100	B11/4
Ostreicher	Audrey	Instructional Assistant/Reg	Step increase from 1 to 2	9/1/19	18	3.75	94	B11/2
Pantoja Ledesma	Maria G.	Instructional Assistant/Reg	Step increase from 4 to 5	9/1/19	24	3.98	224-47.50% 302-52.50%	B11/5
Perez	Diana	Instructional Assistant/SE I	Step increase from 3 to 4	9/1/19	29	3.50	130	B14/4
Rante	Anna L.	Instructional Assistant/SE I	Step increase from 2 to 3	9/1/19	21	3.00	126	B14/3
Renteria	Uriel	Instructional Assistant/Reg	Step increase from 2 to 3	9/1/19	60	3.50	310	B11/3
Rochlitz	Lorella L.	Instructional Assistant/Rec	Step increase from 1 to 2	9/1/19	13	3.00	100	B11/2
Seibert	Sandra	Clerical Assistant II/BB	Step increase from 5 to 6	9/1/19	19	8.00	403	B25/6
Sibal	Wilma U.	Instructional Assistant/Reg	Step increase from 1 to 2	9/1/19	16	3.00	304	B11/2

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Traseca Tapia	Vianney	Instructional Assistant/Reg	Step increase from 1 to 2	9/1/19	20	3.75	212	B11/2
Tran	Jennifer	Instructional Assistant/Rec	Step increase from 2 to 3	9/1/19	21	3.75	100	B11/3
Valtierra	Jessica	Health Assistant/BB	Step increase from 2 to 3	9/1/19	16	3.75	402	B18/3
Vazquez	Erin Murphy	Instructional Assistant/Rec	Step increase from 3 to 4	9/1/19	10	3.00	100	B11/4
Verdin	David	Instructional Assistant/SE II B	Step increase from 3 to 4	9/1/19	17	6.00	504-50% 122 50%	B14/4
Weller	Emily A.	Instructional Assistant/SE I	Step increase from 1 to 2	9/1/19	21	3.20	122	B14/2
Zuniga	Luis E.	Bus Driver	Step increase from 5 to 6	9/19/19	56	5.56	565	B21/6
Arnold	Elissa O.	Occupational Therapist	Longevity increase 2%	9/1/19	54	8.00	505	B14/3
Chow	Pamela	Project Liaison	Longevity increase 2%	9/1/19	57	4.00	526	B4/3
Employee ID	3973		Medical leave 8/30/19-9/13/19					
Salmones	Devin	After School Program Site Lead	Promotion from IA/Rec to ASP Site Lead	9/3/19	60	8.00	329	B18/4
Serna	Elizabeth	After School Program Site Lead	Promotion from IA/Rec to ASP Site Lead	9/3/19	60	8.00	329	B18/2

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Trujillo	Laura	Food Service Assistant I	Hire Substitue Status	8/20/19	90		606	B8/1
Simental	Erik	Playground Supervisor-SUB	Hire Substitue Status	8/30/19	99	0.00	100	B11/1
Ramos	Jessica	Playground Supervisor-SUB	Hire Substitue Status	8/27/19	99	0.00	100	B11/1
Rosete	Chantel	Playground Supervisor-SUB	Hire Substitue Status	8/26/19	99	0.00	100	B11/1
Martinez	Rita	Playground Supervisor-SUB	Hire Substitue Status	8/29/19	99	0.00	100	B11/1
Medina	Jennifer	Playground Supervisor-SUB	Hire Substitue Status	8/26/19	99	0.00	100	B11/1
Hill	Mikale	Playground Supervisor-SUB	Hire Substitue Status	8/20/19	99	0.00	100	B11/1
Brown	Lenyae	Playground Supervisor-SUB	Hire Substitue Status	8/20/19	99	0.00	100	B11/1
Trumble	Danielle	Instructional Assistant/SE I-SUB	Hire Substitue Status	8/30/19	99	0.00	100	B11/1
Thayer	Nicole	Instructional Assistant/SE I-SUB	Hire Substitue Status	8/28/19	99	0.00	100	B11/1
Manalisay	Judith	Instructional Assistant/Reg-SUB	Hire Substitue Status	8/20/19	99	0.00	100	B11/1
Miskofski	Carol	Instructional Assistant/Reg-SUB	Hire Substitue Status	8/28/19	99	0.00	100	B11/1

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Avilez-Velis	Danielle	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/21/19	99	0.00	100	B11/1
Avilez-Velis	Daniel	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/21/19	99	0.00	100	B11/1
Alvarado	Robert	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/23/19	99	0.00	100	B11/1
Salcido	Jennifer	Instructional Assistant/Reg-SUB	Hire Substitue Status	8/22/19	99	0.00	100	B11/1
Alvarez	Samantha	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/23/19	99	0.00	100	B11/1
Rosales	Josue	Bus Driver	Resignation on probation-will remain as SUB	9/4/19	56	25.80/wk	565	B21/1
Lucas-Faust	Tatiana	Food Service Assistant I-SUB	Hire Substitue Status	9/4/19	90	0.00	606	B8/1
Sukhadia	Jayantika	Food Service Assistant I	Temporary additional hours NTE 120 hours	8/26/19	90	2.50	606	B8/6
Martinez	Martha	Instructional Assistant/SE I	Increase hours from 3.0 to 6.0	8/26/19	25	6.00	121	B14/2
Wheeler	Susan L.	Instructional Assistant/Reg	Resignation on probation-will not remain a SUB	9/4/19	28	15.00/wk	100	B11/1
Contreras Barron	Andrea F.	Health Assistant/BB	Seperation NLA	9/5/19	13	3.75	402	B18/3
Reece	Darrel L.	Instructional Assistant/Rec-SUB	Hire Substitue Status	9/3/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Hatton	Wesley	Custodian II	Transfer from Commonwealth to Rolling Hills	8/26/19	26	8.00	542	B24/4
Dilelio	Angela C.	Instructional Assistant/SE II B	Resignation will remain as a sub	9/6/19	99	0.00	242	B14/1
Lee-Chong	Shawn	Instructional Assistant/BB Korean	Extra Summer Work 3.5 hours	8/8/19	23	4.00	302-70% 224 30%	B14/6
Dibble	Julie A.	Food Service Assistant 1	Working out of class-FSA I to Account Clerk 1-6.0 hours/day	8/26/19	90	6.00	606	B08/6
Employee ID	4941		LOA Extension 9/11/19-10/1/19					
Franco	Norma	Social Service Assistant	Hire Probationary Status	9/9/19	29	15.00/wk	302	B17/1
Flores-Viveros	Virginia	Playground Supervisor	Resignation on probation-will remain as SUB	9/6/19	99	8.92	100	B11/1
Reid	Katie	Instructional Assistant/Recreation	Resignation will not remain as a sub	9/6/19	60	19.50/wk	85	B11/4
Biviano Rayo	Daniel	Instructional Assistant/Reg	Hire Probationary Status	9/11/19	19	3.75	100	B11/1
Lopez	Jesus	Instructional Assistant/Recreation	Increase hours from 17.75 to 18.75	8/13/19	12	4.75	100	B11/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

_____ Chairperson

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.

_____ Clerk/Secretary

DISCUSSION/ACTION ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **ADOPT RESOLUTION #19/20-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2019/2020**

Background: Education Code Section 60119 requires local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 13, 2019 at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Junior High School of the Arts, Nicolas Junior High School, and Parks Junior High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020.

JL:nm
Attachment

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION #19/20-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2019/2020

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of those subjects, and

WHEREAS, a public hearing was held on September 24, 2019, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program,
- (v) Visual & Performing Arts.

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the District, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the

curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2019/2020 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2019/2020 school year, the Fullerton School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted at a regular meeting of the said Board held on the 24th day of September 2019.

ATTEST:

Janny Meyer, President
Fullerton School District

Robert Pletka, Ed.D., Secretary
Fullerton School District

Resolution: #19/20-08

DISCUSSION/ACTION ITEM

DATE: September 24, 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 INSTRUCTIONAL ASSISTANT SPECIAL EDUCATION 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 Instructional Assistant Special Education 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 130
and the
FULLERTON SCHOOL DISTRICT
Regarding Instructional Assistant Special Education Classification**

August 27, 2019

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Fullerton School District (hereinafter, "District") and the California School Employees Association and its Fullerton Elementary Chapter 130 (hereinafter, "CSEA"). The District and CSEA agree to the following:

1. Currently the District and CSEA recognize that there are three job classifications impacted by the MOU: Instructional Assistant Special Education I, Instructional Assistant Special Education IIa, and Instructional Assistant Special Education IIb. These three job classifications shall be modified as follows:
 - a. The Instructional Assistant Special Education I job description and rate of pay will not be changed from the current Range 14.
 - b. The Instructional Assistant Special Education IIa classification and job description will be eliminated. In place of this classification, a "Medical Procedure Stipend" will be established providing an employee who is primarily responsible for performing the medical procedure with a 6% stipend added to the employee's base salary rate, and the back-up for the primary employee performing the medical procedure with a 2% stipend added to the employee's base salary rate. This stipend may be added to the base salary rate of any Instructional Assistant Special Education I or Instructional Assistant Special Education II according to the requirements listed below:
 - i. The student must have an Individual Health Plan (IHP) from a licensed medical provider that requires the medical procedure.
 - ii. The primary and back-up employee must be trained and have signed authorization from an FSD school nurse to perform the medical procedure independently prior to receiving the stipend. Anytime the IHP is changed or modified, the primary and back-up employee will need to be retrained and have a new-signed authorization from an FSD school nurse to perform the medical procedure independently in order to continue receiving the stipend.
 - iii. The primary and back-up employee will receive regular medical procedure monitoring from an FSD school nurse and must continue to perform the medical procedure correctly to continue receiving the stipend.
 - iv. Any changes to the Individualized Education Plan (IEP), IHP, the student's program placement, or who is performing the procedure will result in the stipend being removed.
 - v. In the event of Diastat administration is required, the Instructional Assistant Special Education I or II who voluntarily administered the

Diastat will receive a 2% stipend for the base wages earned in the pay period that the Diastat was administered.

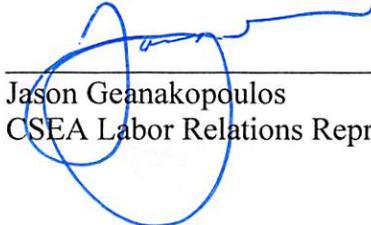
- c. The Instructional Assistant Special Education IIb classification will be changed to the new title of Instructional Assistant Special Education II. A copy of the job description is attached to this MOU and will be submitted to the Personnel Commission. Any changes made to the job description for Instructional Assistant Special Education II through the Personnel Commission approval process will be negotiated between CSEA and the District. Incumbents working in the Instructional Assistant Special Education IIb classification on the Board approval date of this MOU will have their job classification changed to Instructional Assistant Special Education II.
 - i. Rate of pay:
 - 1. Incumbents in the Instructional Assistant Special Education II job classification working in the classification prior to the Board approval date of this MOU will be paid at their original pay rate of Range 14 plus a 6% stipend.
 - 2. Any employees hired into the job classification of Instructional Assistant Special Education II on or after the Board approval date will be paid at the new rate of pay for this classification of Range 16.
 - ii. Work site:
 - 1. The specific work site of each Instructional Assistant Special Education II will be based on student program placement as described in an IEP. The work site for this classification may change more frequently than other classifications due to student need and program requirements.
 - 2. An employee will be transferred, under the provisions of Article 14 – Transfers of the CSEA/FSD Collective Bargaining Agreement, from a work site or classroom where an Instructional Assistant Special Education II is no longer required to a classroom where the Instructional Assistant Special Education II is required.

This MOU is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Trustees.

California School Employees Association
and its Fullerton Elementary Chapter 130

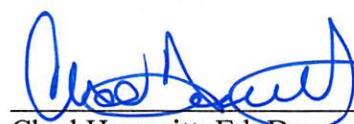
 8-27-19

Al Lacuesta Date
President, Fullerton Elementary Chapter 130

 8/27/19

Jason Geanakopoulos Date
CSEA Labor Relations Representative

Fullerton School District

 8/27/19

Chad Hammitt, Ed. D. Date
Assistant Superintendent,
Personnel Services

**FULLERTON SCHOOL DISTRICT
CLASSIFIED PERSONNEL COMMISSION**

RANGE 14 16 (may be eligible for: Medical Stipend 6% if primary or 2% if backup)

INSTRUCTIONAL ASSISTANT/SPECIAL EDUCATION II B/AUTISM

~~Behavior Stipend 6%~~

JOB SUMMARY:

Under general direction of the school principal, assists teachers working in behavioral disability and autism programs and administers specific instructional and behavioral strategies and techniques. Relieves the teacher of routine clerical duties and provides supportive activities for instructional personnel.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished from other instructional assistant classifications in that the primary responsibility is working with students in the District's special education ~~behavioral disability and autism~~ program supporting behavioral needs of students as determined by the IEP Team which may require intensive behavioral support to both the student and classroom program. Assignments may be in ~~home~~, school, and/or community environments, as designated in the student's IEP. In addition to the varying locations, it is also distinguished by the absence of immediate supervision, independent judgment exercised, special needs of the population and need for knowledge of methodologies including but not limited to Discrete Trial Training, ~~Picture Exchange Communication System (PECS)~~, Visual Communication Supports, Social Skills, Pivotal Response, Floor Time, Applied Behavior Modification Analysis (ABA) Strategies, ~~TEACCH Methodologies~~ and Scert Model.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists special needs students individually or in small groups and confers with teachers on assigned subjects to insure coordination of instructional efforts;
- Reinforces student learning activities;
- Assists in implementing Individualized Educational Plans for students with autism and behavioral disabilities;
- Directs students into safe learning activities and assists in management of student behavior through use of positive reinforcement strategies and techniques;
- Assists in the development of a variety of instructional materials and learning aids;
- Operates and assists students in operation of a variety of instructional media;
- Monitors and assists in remediation of specific learning problems;
- Under supervision, administers specific instructional and behavioral techniques to children diagnosed with development disabilities;
- Confers with instructional personnel and provides input regarding student progress;
- Collects data and records anecdotal student progress notes, maintains and organizes program notebooks and implements program modifications;
- Administers drills, reviews data with supervisor and consultants and reports concerns;
- May be responsible for integrating special needs students in a mainstream setting;

- With appropriate training and authorization from an FSD District Nurse, A administers medication in accordance with specific medical instruction, performs routine first aid which may include aiding children experiencing seizures or respiratory problems;
- Requests appropriate assistance for serious pupil injury or illness;
- Assists in monitoring any special medical problems students may have and logs student medical information as appropriate;
- Assists in maintaining a positive learning environment;
- Assists when necessary with physical activities and therapy, including diapering, toilet training, feeding, and other self-help skills;
- Supervises students during class activities, in the library, on field trips, at lunch and recess;
- May prepare students for going home and supervise bus loading;
- Maintains and files student records, attendance reports and files including confidential student records and information;
- Attends a variety of meetings, workshops and in-service training to maintain current knowledge of developments within the field of special education;
- Provide one-on-one intensive behavioral intervention services using Applied Behavioral Analysis (ABA) Strategies;
- Performs a variety of regular clerical duties, such as filing, typing, word processing, or duplicating materials.
- Implements the methodologies of Non-Violent Crisis Intervention strategies.

EMPLOYMENT STANDARDS

Education: Equivalent to graduation from high school or GED is required.

Must also show sufficiency in educational requirements by meeting one of the following requirements of the Every Student Succeeds Act of 2015 (ESSA), formerly known as the No Child Left Behind Act of 2001 (NCLB):

- Possession of two years of higher education (i.e., 48 units or more); **Or**
- Possession of an Associates Degree or higher from an institution of higher learning accredited as recognized by the Council for Higher Education Accreditation; **Or**
- Possession of proof that indicates you have passed the California Basic Educational Skills Test (CBEST); **Or**
- Obtain a passing score on the Fullerton School District Preliminary Instructional Assistant Proficiency Assessment

AND

All Instructional Assistant candidates must take and obtain a passing score on the **Fullerton School District Instructional Assistant Proficiency Assessment**

Training or coursework in child growth and development, behavior management, developmental motor training, first aid, CPR, instructional technology or related field desirable. CPR Certification must be acquired following hire.

Experience: Recent paid or volunteer experience working with children or youth groups. Experience with children requiring a specialized learning environment desirable.

Knowledge of:

- Basic methods of instruction;
- General needs and behavior of children diagnosed with developmental disabilities, including an understanding of appropriate behavior management techniques used in controlling and motivating students;
- General concepts of child growth and development and child behavior characteristics;
- English usage, punctuation, spelling and grammar;
- Routine record keeping.

Ability to:

- Engage in strenuous physical activity including lifting as needed;
- Learn and utilize basic methods and procedures to be followed in the special education instructional setting; provide specialized health care as needed;
- Operate medical equipment necessary to meet the physical needs of students;
- Reinforce instruction to students with severe physical, cognitive, communicative, behavioral and emotional disabilities from preschool through eighth grade level;
- Manage student behavior and guide students toward more acceptable social behaviors;
- Establish and maintain effective relationships with children with development disabilities and their parents;
- Tutor students diagnosed with development disabilities in a special class program and/or **general education classrooms specially designed home program** ;
- Provide feedback as to how the children are performing daily assigned tasks;
- Maintain effective and harmonious working relationships with students, fellow employees, teachers and administrative staff;
- Keep simple records;
- Maintain confidentiality of sensitive information;
- Utilize appropriate instructional materials and procedures;
- ~~Travel to student's homes and other locations as needed;~~
- Understand, communicate and follow oral and written instructions;
- Obtain a Red Cross First Aid certificate, including CPR training. ;
- ~~If assignment requires, use of a personal vehicle, valid driver's license and proof of auto insurance.~~

Physical Standards:

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

Work Environment: While performing the duties of this job, the employee works in several environments including classroom, indoor and outdoor environments and on or near student playground equipment. The employee's primary responsibility is working with students in a

special education behavioral disability and autism program. Employees in this position may have a higher level of exposure to infection and physical injury from students. There is also frequent contact with staff and public. The noise level is moderate.

Physical Demands: The physical demands of this position include sitting and standing for extended periods of time. Dependent on class/student assignment the employee may frequently move or lift children weighing up to 50 lbs unassisted from wheelchairs to tables or desks. Employees may lift and move students who may wear heavy braces, use wheelchairs and other assistive devices, assist students on or off a bus, either in a wheelchair or using some other mobility-assisted equipment. Frequent bending at the waist is required, as is kneeling, crouching, pushing and pulling to assist students with shoelaces, braces, floor exercises and pushing of wheelchairs with or without students up and down inclines, steps and on long walks. Employees may reach overhead as well as above the shoulders and horizontally. Dexterity of hands and fingers to demonstrate activities or run medical and instructional resource equipment is required as is hearing and speaking to exchange information, make presentations, hear in a noisy environment and locate the source of a sound. Seeing to read a variety of materials and monitor student activities is required.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned.

INSTRUCTIONAL ASSISTANT/SPECIAL EDUCATION II /~~B~~—AUTISM
Adopted by the Personnel Commission 3/1/07, revised 6/17/19, proposed revision 9/16/19.

DISCUSSION/ACTION ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE RESOLUTION #19/20-09 PROCLAIMING OCTOBER 13-19, 2019 WEEK OF THE SCHOOL ADMINISTRATOR IN THE FULLERTON SCHOOL DISTRICT

Background: Each year, the State of California designates one week as “Week of the School Administrator” with the intent of honoring Administrators throughout the State at the same time. This year, “Week of the School Administrator” is October 13-19, 2019.

The impact of participating in a statewide effort for the “Week of the School Administrator” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming the week of October 13-19, 2019 as “Week of the School Administrator”.

Funding: Not applicable.

Recommendation: Approve Resolution #19/20-09 proclaiming October 13-19, 2019 as Week of the School Administrator in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-09
PROCLAIMING OCTOBER 13-19, 2019 AS
“WEEK OF THE SCHOOL ADMINISTRATOR”

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, The future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE BE IT RESOLVED, by the Fullerton School District, that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 24th day of September, 2019 by:

Janny Meyer, President

Jeanette Vazquez, Vice President

Hilda Sugarman, Clerk

Aaruni Thakur, Member

Beverly Berryman, Member

DISCUSSION/ACTION ITEM

DATE: September 24, 2019

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

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

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) ON UTILIZING A SPECIAL BLOCK GRANT FOR PROFESSIONAL DEVELOPMENT TRAINING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION, CHAPTER 130 (CSEA) FOR THE 2019/2020 SCHOOL YEAR**

Background: Assembly Bill 1808 - Professional Development Funds for Classified Employees provides monies to California school districts to help provide training to classified staff as outlined in Education Code section 45391, with first priority being for professional development for the implementation of school safety plans, as set forth in Education Code section 32280 et seq., if applicable. In collaboration with representatives from CSEA, Chapter 130, the attached MOU provides a guide to how the funds will be spent.

Rationale: An MOU between the District and CSEA will provide a transparent and comprehensive plan for utilization of State-awarded funding.

Funding: Total cost not to exceed \$74,654 and is to be paid from District funds – Classified School Employee Professional Development Block Grant (CC386).

Recommendation: Approve Memorandum of Understanding (MOU) on utilizing a special block grant for professional development training between the Fullerton School District and California Schools Employees Association, Chapter 130 (CSEA) for the 2019/2020 school year.

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 THE CLASSIFIED SCHOOL EMPLOYEE
PROFESSIONAL BLOCK GRANT
6-19-2019**

The California School Employees Association ("CSEA") and its Fullerton Elementary Chapter No. 130 and the Fullerton School District ("District") agree to the following Memorandum of Understanding ("MOU") regarding the decision and effects relating to AB 1808, Professional Development Funds for Classified Employees, and agree that these funds will be used as follows:

1. The District shall use the "Classified School Employee Professional Development Block Grant" money as authorized in AB 1808 ("Block Grant") to provide training for any purpose described in Education Code section 45391, with first priority being for professional development for the implementation of school safety plans, as set forth in Education Code section 32280 *et seq.*, if applicable. The District shall consider the needs of its classified employees in determining the nature and scope of any such trainings paid for with Block Grant funds.
2. Classified professional development and/or training(s), only funded by such Block Grant funds, shall be determined by a joint planning committee comprised of two (2) CSEA appointees and two (2) District appointees. The Committee shall meet, discuss, and make recommendations to the District no later than December 1, 2019.
3. The Committee will include CSEA as one option of a training provider.
4. Classified employees shall be reimbursed for costs (for example: mileage, overnight accommodations, meals, registration, airfare, etc.) incurred for Committee approved trainings in accordance with AR 3350. The classified employee shall be responsible for submitting the Conference Attendance Request Form prior to the training for approval. In order to receive reimbursement, the classified employee is responsible for submitting the Travel and Expense Reimbursement Form with the appropriate supporting expense documentation attached.
5. All unit members shall not be on a leave of absence in order to participate in any mandatory or voluntary professional development/training paid for with Block Grant funds. If a classified employee is attending professional

development/training during his/her regularly scheduled work hours, no additional compensation will be provided. If professional development/training, or any portion thereof, is to be provided during a time in which the unit member is not regularly scheduled for duty, the unit member shall receive his/her regular rate of pay during any time spent in professional development/training outside of his/her regular work day/hours (not to exceed 8 hours per day, with any overtime being preapproved by the classified employee's supervisor).

- 6. Substitutes may be provided, if available, where work cannot be deferred during professional development/training of regular classified employees. Any substitute costs shall be charged against funds received from the Block Grant.
- 7. There shall be no discipline, including verbal or written warnings, given for any regular work not performed while a bargaining unit member was in professional development/training. Site administrators shall be authorized to approve extra hours, overtime, or compensatory time (regular or overtime), to alleviate any work load problem which is identified in the first five days following a scheduled professional development/training when such an impact cannot be minimized by prioritizing the bargaining unit member's daily work. Any extra hours, overtime, or compensatory (regular or overtime) costs, shall be charged against funds received from the Block Grant.
- 8. The District may mandate unit member attendance at such professional development/trainings and attendance may be taken at both the start and end of the professional development/training.
- 9. The MOU will terminate upon exhaustion of funds from the Classified School Employee Professional Development Block Grant as authorized in AB 1808.

This Agreement is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Education.



Fullerton School District Representative

6/19/19

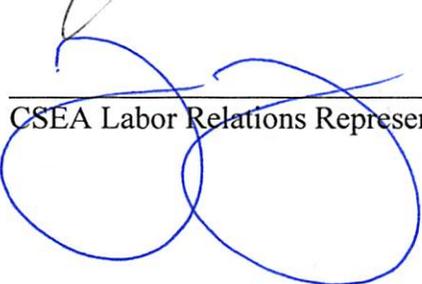
Date



CSEA Chapter 130 President

6-19-19

Date



CSEA Labor Relations Representative

6/19/2019

Date

DISCUSSION/ACTION ITEM

DATE: September 24, 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 discussed the Board Annual Goals at the Special Board Meeting of August 20, 2019.

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

2018-2019 Goal 1:

To prepare students to be successful in high school, college and career by fostering students' personalized interest and passion as well as increasing student self- efficacy through mastery of grade level content standards, technology, and the 5 C's (Communication, Collaboration, Creativity, Critical Thinking, Character) needed for students to be innovative in the 21st Century. Students will be able to identify interests and a pathway to college and career by 8th grade. Additionally, students prepared to take A-G requirements will increase.

2019-2020 Proposed Revised Goal 1:

We value high expectations for all students, and we are committed to closing the achievement gap. We prepare students to be successful in High School, College, and Career while utilizing their strengths to enhance the world. Our personalized student-centered approach creates innovative and productive citizens engaged in democracy.

Board Member Feedback

Aaruni:

Bev: We value high expectations for ALL students, and we are committed to increasing student achievement through the mastery of grade level content standards and narrowing the achievement gap. We prepare students to be successful in High School, college and career while utilizing their personal strengths and talents creating innovative and productive citizens that take pride and personal responsibility in the world around them.

Hilda:

Janny:

Jeanette:

2018-2019 Goal 2:

To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

2019-2020 Proposed Revised Goal 2:

We ensure long-term District financial stability through responsible fiscal stewardship. We allocate funding to support prioritized programs, enhance facilities, and attract and retain highly qualified staff.

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 3:

Recruiting, hiring, and developing the best staff possible is a top priority, as great teachers are key to achieving a high quality of education in our District. Where children are adversely impacted, we will take steps to dismiss unsatisfactory performers.

2019-2020 Proposed Revised Goal 3:

We are committed to recruiting, hiring, and retaining an exceptional and culturally responsive staff that is student-centered and focused on high expectations for all students. Our staff will respond with urgency to the needs and safety of our children.

Board Member Feedback

Aaruni:

Bev: We are committed to recruiting, hiring, supporting and retaining exceptional student centered and culturally responsive staff that focus on high expectations for our students. Our FSD staff are committed to respond with urgency to the individual needs and safety of all our students

Hilda:

Janny:

Jeanette: So instead of teachers with cultural competency it would be hiring and retaining teachers from diverse backgrounds

2018-2019 Goal 4:

High level of focus on parent and community engagement in all areas of programming and committees by fostering a culture throughout the District where community and family feel welcomed, respected and appreciated.

2019-2020 Proposed Revised Goal 4:

We welcome and engage parents and community in meaningful and culturally responsive ways. We respect, empower, and appreciate our diverse community through parent and community involvement in programs, committees, school cultures, and celebrations.

Board Member Feedback

Aaruni:

Bev: To maximize student success, we welcome and engage families and the community in meaningful and culturally responsive ways. We foster principles throughout our district where our diverse families feel respected, empowered, and appreciated through involvement in committees, school programming and celebrations

Hilda:

Janny:

Jeanette:

2018-2019

NO GOAL EXISTS!

2019-2020 Proposed New Goal 5:

We promote child-centered education with our community partners that supports the health, safety, and engagement of each student. We educate the whole child to be productive citizens of the community through restorative practices, nutrition, mental and social-emotional health, personal responsibility, and a positive school climate.

Board Member Feedback

Aaruni:

Bev:

We promote student-centered education that supports the safety, mental and physical health and well being of our students. We are committed to working with our community partners in delivering programs in restorative practices, nutrition, mental and social-emotional health and personal responsibility creating a positive school climate.

Hilda:

Janny:

Jeanette: Also MTSS would be appropriate for the 5th goal.

Additional Suggestions:

Add Patriotism and respect/pride for the Country (suggested by Trustee Hilda Sugarman)

ADMINISTRATIVE REPORT

DATE: September 24, 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: DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2018/2019, the Capital Facilities Fund reflects a July 1, 2018, beginning balance of \$2,329,626, income of \$891,144, expenses of \$1,921,164, and a June 30, 2019, ending balance of \$1,299,606.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 10, 2019 (Item #2a). Of the \$1,921,104 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

RC:MG:yd
Attachment

**FULLERTON SCHOOL DISTRICT
REVIEW OF DEVELOPER FEES
2018/19**

Building improvements and Equipment to house student enrollment at:

\$	679,513	Golden Hill
\$	455,429	Ladera Vista
\$	261,416	Maple
\$	8,800	Richman
\$	460,795	Fisler
\$	22,772	Central costs
\$	979	County Admin costs
\$	31,460	Loan payment

\$ 1,921,164