

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 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

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

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

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

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

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – 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 6:00 p.m. and Laura Grover (Pacific Drive School Teacher) led the pledge of allegiance. President Meyer reported that in closed session, the Board took action 5-0 to approve/disapprove the authorization to terminate classified employee #7757 pursuant to Education Code Sections 45260 and 45261.a.

At the District Office Quad, eighteen FSD schools were recognized for Statewide Positive Behaviors Interventions Supports (PBIS). A small reception was held in recognition of the eighteen schools.

Introductions/Recognitions:

Golden Hill School students Abigail Veyna and Cameron Kim led the pledge of allegiance. Katrina Piche, Principal at Golden Hill School, presented an overview of Golden Hill School's many programs and activities.

Superintendent's Report

Dr. Bob Pletka reported the upcoming Innovative and Exemplary School Tours is scheduled for October 15, 2019. He thanked all the staff that planned and executed a very successful FSD Community Block Party (Area 5) on September 19, 2019. Five FSD Community Block Parties are scheduled in the near future to give an opportunity for parent and community feedback regarding the Local Control Accountability Plan, facilities, and parent engagement. Dr. Pletka reported a "Champions for Learning Parent Conference" will be held on Saturday, March 7, 2020.

Information from the Board of Trustees

Trustee Thakur- No report.

Trustee Berryman- She stated the FSD Community Block Party was a big success and it was great to see the number of people who attended the event and that were given an opportunity to receive resources. She commented the importance of hosting the FSD Community Block Parties at a junior high school campus to allow parents to feel more comfortable visiting a junior high campus. She is looking forward to the Champions for Learning Parent Conference.

Trustee Sugarman – She attended the grand re-opening of Orangethorpe's Career and College Ready library on September 18, 2019. She thanked Dr. Bob Pletka for hosting the PTA/Foundation/DELAC annual meeting on September 20, 2019. Trustee Sugarman thanked Beverly Berryman who helped coordinate the Needlework Guild Fall Mixer and General meeting on September 18, 2019. She commented guests had an opportunity to receive information regarding issues related to students. She reminded everyone tickets are on sale for the Toast to Learning event on October 12, 2019.

Trustee Vazquez– She thanked staff for coordinating engagement events for families. She thanked Mark Jacobs, Fullerton Elementary Teachers Association President, for previously joining the Board in their

discussion of the Revised Board Annual Goals. She attended the early child symposium along with Marilee Cosgrove, Director of Child Welfare and Attendance. She thanked everyone for their hard work.

President Meyer- She attended the PTA Council meeting on September 24, 2019, and she had an opportunity to hear Dr. Scott Scambray (Fullerton Joint High School District Superintendent) and Dr. Pletka speak about issues affecting students and the District. In addition, Nutrition Services provided food nutritional guidelines to PTA Council members.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Wendy Reid- She reported Walk to School Day is October 2, 2019, and encouraged people to walk to school to promote physical activity, and cut down on local traffic. Christy Carter reported PTA has a new online membership system and has 400 online members plus another 2200 members offline. Mrs. Carter reported PTA enjoyed participating in the FSD Community Block Party where they encouraged parents to join PTA.

FETA –Mark Jacobs- He reported that junior high teachers finished student/parent conferences to discuss children’s progress and to establish individualized goals. FETA looks forward to continuing the collaboration with Executive Cabinet to train and strengthen site leadership teams and to focus on ways to address student behaviors. FETA and FSD will attend the ABC Labor Management Institute on October 23-24, 2019 and host the annual PAL Retreat on November 5, 2019. Many teachers will attend the CTA Fall Leadership Conference held on October 12-13, 2019. FETA is looking forward to the Toast to Learning event on October 12.

CSEA – No Report.

FESMA –Robin Gilligan- She reported administrators are supporting staff during conference week. They are looking forward to Champions for Learning Parent Conference in October. Ms. Gilligan is looking to attending the Toast to Learning event, along with FSD administrators, on October 12, 2019.

Public Comments:

No public comments.

Approve Minutes

It was moved by Hilda Sugarman seconded by Beverly Berryman and carried 3-0-1 (Trustee Vazquez abstained from being absent at the September 10, 2019 Board meeting) to approve minutes of the Regular meeting on September 10, 2019.

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

Consent Items

Moved by Beverly Berryman, seconded by Hilda Sugarman, and carried 5-0 to approve the consent items and pulling consent item #1t for separate vote. The Board commented on consent item #1b.

Regarding #1t:

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. 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. It was then moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to 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

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, Julienne 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

President Meyer conducted a public hearing at 6:57 p.m. 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. Hearing no public comments, the public hearing was closed at 6:58 p.m.

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.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to 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.

It was moved by Jeanette Vazquez, seconded by Beverly Berryman, and carried 5-0 to 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.

Trustee Sugarman stated she would like to see additional language in the Resolution to include: Whereas, Fullerton School District has exemplary administrators. It was then moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to 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.

It was moved by moved by Hilda Sugarman, seconded by Aaruni, Thakur, and carried 5-0 to 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

Dr. Rob Coghlan, Assistant Superintendent of Business Services, discussed with the Board the Developer Fees Report.

Discussion/Action Item:

2e. Approve Revised Board Annual Goals

The Board held a discussion regarding the Revised Board Annual Goals. It was then moved by Aaruni Thakur, seconded by Hilda Sugarman, to approve Revised Board Annual Goal #2 to state:

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

A future Special Board Meeting will be calendared for October 16, 2019, to further discuss the Revised Board Annual Goals.

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

Trustee Vazquez made a motion, seconded by Trustee Thakur to place the topic of term limits at a future Board Meeting agenda.

President Meyer adjourned the Regular meeting on September 24, 2019, at 7:28 p.m.

Clerk/Secretary, Board of Trustees

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

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.

Introductions/Recognitions:

Dream Catchers

Cybersecurity Got Talent

America’s Healthiest Schools Recognition

- Golden Hill School, Fern Drive Elementary, Ladera Vista JHS of The Arts, Orangethorpe School, Parks JHS, Robert C. Fisler School, Woodcrest School

Laguna Road School Report

Catch Me at My Best Recipients

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting September 24, 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 N22C0017 through N22C0024, N22D0125 through N22D0158, N22E0030 through N22E0048, N22M0138 through N22M0149, N22R0357 through N22R0443, N22S0005, N22T0016 through N22T0016 through N22T0017, N22V0051 through N22V0063, N22X0332 through N22X0349 for the 2019/2020 school year.

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

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

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

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

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

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

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

1k. Approve/Ratify Classified Personnel Report.

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

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

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

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

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

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

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

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

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

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

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

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

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

Information/Discussion Item:

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

Administrative Reports:

2a. California Dashboard Local Indicators Board Report

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

Discussion Item:

Board of Trustee Term Limits

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

The next Special meeting of the Board of Trustees will be Wednesday, October 16, 2019, 4:00 p.m. The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 12, 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: October 15, 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), stipend(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
370	Cisneros	Jacqueline	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in planning for new school year. Budget #0130215101-1101	08/01/19-08/07/19
52	Licoma	Shalimar	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in Instructional Assistant interviews. Budget #0130225101-1101	6/7/19
121	Maehr	Jennifer	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in second grade teacher interviews. Budget #0130225101-1101	7/29/19
378	Sanchez	Terry	Orangethorpe	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to participate in Lindamood Bell Aides training. Budget #0138352221-1101	8/7/19
377	Stewart	Kimberly	Valencia Park	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to participate in preparation for Lindamood Bell Presentation. Budget #0138352221-1101	8/7/19
121	Turner	Eden	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in second grade teacher interviews. Budget #0130225101-1101	7/29/19
52	Victoria	Denise	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in Instructional Assistant interviews. Budget #0130225101-1101	6/7/19
371	Brantzeg	Michelle	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to participate in Kindergarten assessments. Budget #0130215101-1101	08/01/19-08/08/19
371	Carthew	Terri	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to participate in Kindergarten assessments. Budget #0130215101-1101	08/01/19-08/08/19
371	Higgs	Jody	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to participate in Kindergarten assessments. Budget #0130215101-1101	08/01/19-08/08/19
	Barber	Joy Noel	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Beaty	Kiersten	Certificated Personnel	Substitute Teacher	New Hire		9/23/19
	Bolanos	Cheyenne	Certificated Personnel	Substitute Teacher	New Hire		9/19/19
	Bond	Steffanie	Certificated Personnel	Substitute Teacher	New Hire		10/1/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Caprine	Kathryn	Certificated Personnel	Substitute Teacher	New Hire		10/2/19
	Chaurushia	Shivali	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Chiles	Adam	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Choe	Grace	Certificated Personnel	Substitute Teacher	New Hire		10/4/19
	Clayfield	Alexa	Certificated Personnel	Substitute Teacher	New Hire		9/20/19
	Hendrickson	Matthew	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Hernandez	Elizabeth	Certificated Personnel	Substitute Teacher	New Hire		9/17/19
	Hibbard	Jason	Certificated Personnel	Substitute Teacher	New Hire		10/1/19
	Katsuki	Katlin	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Lane	Aeja	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Mispagel	Kandace	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Opinaldo	Gina	Certificated Personnel	Substitute Teacher	New Hire		9/30/19
	Rodriguez	Michelle	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Ruvalcaba	Adrianna	Certificated Personnel	Substitute Teacher	New Hire		9/16/19
	Steele	Carrie	Certificated Personnel	Substitute Teacher	New Hire		10/2/19
	Williams	Karin	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Yeutter	Sean	Certificated Personnel	Substitute Teacher	New Hire		9/20/19
	Toone	Lorena	Acacia	Focus Teacher	Resignation		9/30/19
	Duffy	Victoria	Student Support	Psychologist	Retirement		11/1/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
409	Chavez	Jody	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Orangethorpe. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Chung	Amy	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Ladera Vista. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
399	Cooper	Sara	Educational Services	Teacher	Stipend	Approve stipend of \$1,800 for certificated employee to work as STAGE program. Budget #0131655109-1101	09/05/19-05/29/20
409	Curley	CaroleAnn	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Laguna. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
357	DiLuigi	Jessica	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as in GATE Certificate Class. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
409	Donnelly	Carlos	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach Ladera Vista. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
364	Ellison	Beth	Educational Services	Teacher	Stipend	Approve stipend of \$200 for certificated employee to participate as Mentor in Induction Program. Teacher will be paid in December 2019. Budget #013555223-1901	08/12/19-8/23/19
409	Ellison	Elizabeth	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach Fisler. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Frutchey	Lynne	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Laguna. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Gee	Tricia	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Parks. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Hancock	Emily	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Fisler. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Keller	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Orangethorpe. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Kelley	Linda	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Sunset. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
358	Licon	Shalimar	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as Mentor in Induction Program. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
410	McDougall	Emily	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Beechwood. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Michaels	Keely	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Woodcrest. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Moreno	Samantha	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Commonwealth. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Nakamura	Robyn	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Sunset. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Ninofraco	Ivy	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Richman. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
412	Ninofraco	Ivy	Educational Services	Teacher	Stipend	Approve stipend of \$1,200 for certificated employee to work as Speech & Debate Lead Teacher. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
357	Petris	Rudolph	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as in Induction Leadership Team. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
410	Ramont	Tracy	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Valencia Park. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Richardson	Tiffany	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Raymond. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Ryan	Theresa	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Maple. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Saul	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Valencia Park. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Schuett-Maloney	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Ladera Vista. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
358	Shaffer	Michael	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as Mentor in Induction Program. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
358	Smith	Orba	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as Mentor in Induction Program. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
411	Smith	Nicole	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Pacific Drive. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
400	Stanislaw	Stacy	Educational Services	Teacher	Stipend	Approve stipend of \$600 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
395	TBD		IIS	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work as Robot Nation Competition Committee Member. Budget #0140955109-1101	08/12/19-05/29/20
394	TBD		IIS	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work in eSports. Budget #0140955109-1101	08/12/19-05/29/20
392	TBD		IIS	Teacher	Stipend	Approve stipend of \$750 for certificated employee to work as Robot Nation Coach. Budget #0140955109-1101	08/12/19-05/29/20
391	TBD		IIS	Teacher	Stipend	Approve stipend of \$750 to work as Robot Nation Coach. Budget #0140955109-101	08/12/19-05/29/20
397	TBD		IIS	Teacher	Stipend	Approve stipend of \$133 for certificated employee to work FSD Passion Agents Site Coordinator. Budget #0140955109-1101	08/12/19-05/29/20
396	TBD		IIS	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work as FSD Fest Committee Member. Budget #0140955109-1101	08/12/19-05/29/20
394	TBD		IIS	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work eSports Coach. Budget #0140955109-1101	08/12/19-05/29/20
411	Vela	Danielle	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Hermosa. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
411	Vidales	Mucio	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Nicolas. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
400	Wilson	Cindy	Educational Services	Teacher	Stipend	Approve stipend of \$600 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
400	Zinnel	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$600 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
401	Pepin	Melissa	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
401	Silva	Yvonne	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20

CONSENT ITEM

DATE: October 15, 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: October 15, 2019

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Justrade, Inc.	Community Partner(s)	Monetary Donation	Donation	\$25.00
Acacia	TFI TRANS Inc.	Parent	Monetary Donation	Donation	\$200.00
Fern Drive	Fern Drive Techknowledgy Foundation	PTA	Monetary Donation	iPads for students	\$3,000.00
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Various fundraisers for 6th Grade camp	\$3,990.14
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary Donation	Enrichment Funds	\$27,893.80
Laguna Road	Laguna Road Support Our School Foundation	PTA	Monetary Donation	Donation for iPads and cases for grades K-3	\$32,970.24
Maple	Cantrell Photography	Community Partner(s)	Monetary Donation	Donation	\$222.00
Maple	Dollar General Literacy Foundation	Community Partner(s)	Monetary Donation	Donation for school library	\$2,000.00
Maple	Soroptimist International of Fullerton	Community Partner(s)	Monetary Donation	Mustang Ladies	\$1,500.00
Orangethorpe	Fullerton Family and Friends	Community Partner(s)	Monetary Donation	Student programs, materials, and supplies	\$1,000.00
Orangethorpe	Orangethorpe PTA	PTA	Monetary Donation	PBIS program	\$250.00
Parks Jr. High	Reyes Coca Cola Bottling	Community Partner(s)	Monetary Donation	School wide donation	\$31.24
Raymond	Soroptimist International of Fullerton	Community Partner(s)	Monetary Donation	Lady Leaders of Raymond	\$1,500.00
Sunset Lane	Seung Y. Kim	Parent	Monetary Donation	Speech and debate	\$300.00
Sunset Lane	Younshin Oh	Parent	Monetary Donation	Speech and debate	\$300.00
Superintendent's Office	School's First Federal Credit Union - Mr. Bill Cheney	Community Partner(s)	Monetary Donation	Districtwide Functions	\$5,000.00
Superintendent's Office	The Bowery-Larry Houser	Community Partner(s)	27 Extra Large Pizzas	FSD Community Block Party for Area 5	
Valencia Park	Erika Solorzano	Parent	Monetary Donation	Being Polite Campaign	\$200.00

CONSENT ITEM

DATE: October 15, 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 N22C0017 THROUGH N22C0024, N22D0125 THROUGH N22D0158, N22E0030 THROUGH N22E0048, N22M0138 THROUGH N22M0149, N22R0357 THROUGH N22R0443, N22S0005, N22T0016 THROUGH N22T0016 THROUGH N22T0017, N22V0051 THROUGH N22V0063, N22X0332 THROUGH N22X0349 FOR THE 2019/2020 SCHOOL YEAR

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

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0017	ATKINSON ANDELSON LOYA RUDD RO	195.00	195.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
N22C0018	ORANGE CNTY DEPARTMENT OF EDUC	95.00	95.00	0121222101 5210	Title I Pacific Drive Instr / Conferences and Meetings
N22C0019	FORECAST 5 ANALYTICS INC.	299.00	299.00	0153750799 5210	Business Administration DC / Conferences and Meetings
N22C0020	DOWNEY UNIFIED SCHOOL DISTRICT	300.00	300.00	0121225101 5210	Title I Richman Instruction / Conferences and Meetings
N22C0021	ORANGE CNTY DEPARTMENT OF EDUC	390.00	390.00	0140155239 5210	Curriculum Development Discret / Conferences and
N22C0022	CALIFORNIA ASSN OF SCHOOL TRAN	630.00	630.00	0156556369 5210	Home to Sch Transportation DC / Conferences and
N22C0023	ORANGE CNTY DEPARTMENT OF EDUC	160.00	160.00	0121252771 5210	Title I District Admin / Conferences and Meetings
N22C0024	SOCIAL THINKING	971.96	971.96	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22D0125	EAGLE COMMUNICATIONS	131.38	131.38	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22D0126	ROGUE FITNESS	3,361.15	1,680.57 1,680.58	0130220101 4310 0130220101 6410	LCFF Supplemental Inst Nicolas / Materials and Supplies LCFF Supplemental Inst Nicolas / New Equip Less Than
N22D0127	EAGLE COMMUNICATIONS	131.38	131.38	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22D0128	SPELLINGCITY.COM INC	769.50	769.50	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0129	SCHOOL SPECIALTY	103.78	103.78	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0130	REALLY GOOD STUFF	95.87	95.87	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0131	SHERMAN GARNETT AND ASSOCIATES	53.88	53.88	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
N22D0132	AMAZON.COM	564.38	564.38	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0133	EAGLE COMMUNICATIONS	4,176.44	2,000.00 2,176.44	0130420109 6410 0130420279 4350	LCFF Base Instruction Nicolas / New Equip Less Than LCFF Base Admin Nicolas / Materials and Supplies Office
N22D0134	SCHOLASTIC INC	94.08	94.08	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22D0135	MOUNTAIN MATH	723.73	723.73	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
N22D0136	ORIENTAL TRADING COMPANY	177.72	177.72	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22D0137	WESTERN GRAPHIX	148.99	148.99	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22D0138	AMAZON.COM	61.29	61.29	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0140	CULVER NEWLIN INC	1,519.28	1,519.28	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0141	HEINEMANN PUBLISHING	724.16	724.16	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22D0142	OMNICHEER	290.81	290.81	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0143	AMAZON.COM	891.13	891.13	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
N22D0144	HEINEMANN PUBLISHING	553.37	553.37	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22D0145	SCHOOL HEALTH CORPORATION	152.90	152.90	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22D0146	ORIENTAL TRADING COMPANY	87.60	87.60	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0147	NASCO	758.39	758.39	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies
N22D0148	LEARNING A TO Z	498.23	498.23	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22D0149	COASTAL ENTERPRISES	2,055.87	2,055.87	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0150	IMAGINATION MACHINE, THE	1,200.00	1,200.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0151	CURRICULUM ASSOCIATES LLC	732.88	732.88	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0152	SHOWBIE	500.00	500.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0153	IXL MEMBERSHIP SERVICES	3,825.00	3,825.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0154	WHITE RHINO PROMOTIONAL SOLUTI	1,864.40	1,864.40	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0155	WHITE RHINO PROMOTIONAL SOLUTI	565.69	565.69	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0156	WHITE RHINO PROMOTIONAL SOLUTI	199.34	199.34	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0157	SCHOLASTIC MAGAZINES	649.98	649.98	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0158	SCHOOL SPECIALTY	1,056.22	1,056.22	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
N22E0030	FONSECA, JUAN	67.59	67.59	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0031	GOODRICH, JODY	96.26	96.26	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
N22E0032	HOA, JAMES	103.39	103.39	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22E0033	KHAN, ARSHIYA	115.73	115.73	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0034	DELVA, JAMES	147.42	147.42	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0035	CARDENAS, VALERIE	770.05	770.05	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr
N22E0036	LLOYD DAVIES, WENDY	25.86	25.86	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0037	GLEASON, AARON	9.98	9.98	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0038	COLEMAN, CRYSTAL	138.43	138.43	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0039	KOJIMA, DEBRA	32.50	32.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0040	ANDERSON, TRACEY	1,000.18	1,000.18	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0041	CHAVEZ, CLAUDIA	500.00	500.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0042	COCKERILL, HEIDI ANN	32.87	32.87	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0043	CURLEY, CAROLE ANN	113.51	113.51	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0044	CHOI, CONNIE	215.25	215.25	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0045	ZAMANI, CHELZE	23.03	23.03	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0046	SPENCER, KRISTINE	820.63	820.63	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0047	JONES, MARGARET JILLIAN	249.23	249.23	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0048	GARCIA, EVELYN	565.18	565.18	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22M0138	COUNTY OF ORANGE	2,397.00	2,397.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0139	NEXT LEVEL ELEVATOR	11,840.00	11,840.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0140	CHARLES G HARDY INC	3,634.37	3,634.37	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0141	ADVANCED TILE RESTORATION	3,640.00	3,640.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0142	MONTGOMERY HARDWARE COMPANY	3,491.10	3,491.10	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0143	TOTAL CONCEPT SALES INC.	2,541.20	2,541.20	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0144	SIGN A RAMA	776.14	776.14	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0145	GEARY PACIFIC SUPPLY	150.00	150.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
N22M0146	DEPT OF INDUSTRIAL RELATIONS	875.00	875.00	0153353819 5899	Plant Maintenance DC / Other Expenses
N22M0147	B AND M LAWN GARDEN	3,178.63	3,178.63	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0148	OLIVE MILL MANUFACTURING INC	2,586.00	2,586.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0149	STARTECHTEL.COM INC	637.06	637.06	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
N22R0357	AMAZON.COM	51.66	51.66	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0358	OFFICE DEPOT BUSINESS SERVICE	334.32	334.32	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0359	MOMENTUM IN TEACHING LLC	3,200.00	3,200.00	0140155239 5805	Curriculum Development Discret / Consultants
N22R0360	MOMENTUM IN TEACHING LLC	1,600.00	1,600.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0361	COLLABORATIVE LEARNING SOLUTIO	3,000.00	3,000.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0362	MIND INSTITUTE	3,499.00	3,499.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0363	AEROMARK	16.16	16.16	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0364	RETHINK AUTISM INC	3,775.00	3,775.00	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
N22R0365	PRISMATIC MAGIC LLC	1,049.00	1,049.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22R0366	ONEOC	6,500.00	6,500.00	0121224101 5805	Title I Raymond Instruction / Consultants
N22R0367	COASTAL ENTERPRISES	1,815.38	1,815.38	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0368	AMAZON.COM	129.27	129.27	0139155333 4350	St Jude PBIS Grant Social Svcs / Materials and Supplies
N22R0369	AMAZON.COM	193.91	193.91	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0370	FULLERTON COLLABORATIVE	1,000.00	1,000.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
N22R0371	AMAZON.COM	75.25	75.25	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0372	AMAZON.COM	115.17	115.17	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22R0373	AMAZON.COM	22.62	22.62	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0374	VIRCO MANUFACTURING	149.54	149.54	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0375	AMAZON.COM	51.70	51.70	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0376	AMAZON.COM	153.96	153.96	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0377	COMMITTEE FOR CHILDREN	989.15	989.15	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst
N22R0378	CURRICULUM ASSOCIATES LLC	4,958.80	4,958.80	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0379	KAYE PRODUCTS INC	644.46	644.46	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0380	MARZANO RESOURCES LLC	3,000.00	3,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22R0381	AMAZON.COM	370.98	370.98	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0382	APPLE COMPUTER INC	294.85	294.85	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0383	ASSOC OF CA SCHOOL ADMINISTRAT	660.00	660.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0384	ASSOC OF CA SCHOOL ADMINISTRAT	1,857.40	1,857.40	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0385	ROTARY CLUB OF FULLERTON	1,800.00	1,800.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0386	SATELLITE PHONE STORE	879.57	879.57	8152451741 5900	Property and Liability / Communications
N22R0387	AMAZON.COM	1,156.32	1,156.32	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0388	SUPPLY MASTER	105.60	105.60	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0389	IMAGINAVI INC	911.30	911.30	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0390	AMAZON.COM	148.49	148.49	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22R0391	APPLE COMPUTER INC	160.55	160.55	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22R0392	PEARSON ASSESSMENT INC	1,190.64	1,190.64	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0393	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0394	AMAZON.COM	106.02	106.02	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22R0395	TANAKA FARMS LLC	1,335.00	1,335.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0396	LONG BEACH AQUARIUM OF THE PAC	805.00	805.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0397	MARZANO RESOURCES LLC	1,650.00	1,650.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0398	AEROMARK	788.09	788.09	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0399	MARCIA BRENNER ASSOCIATE LLC	10,729.00	10,729.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0400	RESILIENT COMMUNICATIONS INC	10,000.00	10,000.00	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22R0401	AMAZON.COM	48.44	48.44	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0402	OFFICE DEPOT BUSINESS SERVICE	103.67	103.67	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0403	PRO ED	610.95	610.95	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22R0404	RIVERSIDE ASSESSMENTS LLC	3,096.48	3,096.48	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
N22R0405	RUG-ED PRODUCTS INC	517.20	517.20	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0406	AMAZON.COM	1,035.37	1,035.37	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0407	AMAZON.COM	86.46	86.46	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22R0408	ED CONSULTING CSC	9,000.00	9,000.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0409	IMAGESTUFF.COM	320.38	320.38	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0410	PROJECT LEAD THE WAY	2,407.42	2,407.42	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0411	OC UNITED TOGETHER	750.00	750.00	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22R0412	AMAZON.COM	1,109.34	1,109.34	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0413	AMAZON.COM	1,257.66	1,257.66	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0414	EAGLE COMMUNICATIONS	1,703.58	1,703.58	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0415	LEARNING WITHOUT TEARS	2,595.79	2,595.79	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0416	ESPECIAL NEEDS	450.32	450.32	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0417	GREAT BOOKS FOUNDATION, THE	2,750.00	2,750.00	0135555103 5210	BTSA Instruction / Conferences and Meetings
N22R0418	LEARNING A TO Z	1,199.40	1,199.40	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
N22R0419	SCHOOL HEALTH CORPORATION	578.91	578.91	0130425279 4350	LCFF Base Admin Richman / Materials and Supplies
N22R0420	AMY'S FARM	910.00	910.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0421	DISCOUNT SCHOOL SUPPLY	552.15	552.15	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0422	AMAZON.COM	157.26	157.26	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0423	KIEFER SPECIALTY FLOORING INC	865.19	865.19	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0424	AMAZON.COM	1,328.13	1,328.13	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0425	APPLE COMPUTER INC	18,765.75	17,518.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			1,247.75	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0426	APPLE COMPUTER INC	2,299.99	2,299.99	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22R0427	AMAZON.COM	1,306.94	1,306.94	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0428	AMAZON.COM	4,922.98	4,922.98	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0429	AMAZON.COM	5,561.40	5,561.40	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0430	DICK BLICK ART MATERIALS	2,528.94	2,528.94	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0431	AMAZON.COM	3,757.10	3,757.10	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0432	AMAZON.COM	962.86	962.86	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0433	BARNES AND NOBLE INC	230.73	230.73	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0434	AMAZON.COM	23.41	23.41	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R0435	AMAZON.COM	16.15	16.15	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0436	AMAZON.COM	137.34	137.34	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0437	COMMITTEE FOR CHILDREN	19,865.73	19,865.73	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0438	COMMITTEE FOR CHILDREN	1,933.04	1,933.04	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0439	NASCO	221.37	221.37	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0440	AMAZON.COM	371.49	371.49	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0441	GST INC	29,912.49	29,912.49	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0442	MISSION SAN JUAN CAPISTRANO	1,560.00	1,560.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0443	GUIDED DISCOVERIES INC.	3,080.00	3,080.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
N22S0005	SPICERS PAPER	25,457.17	25,457.17	0100000000 9320	Unrestricted / Stores
N22T0016	A-Z BUS SALES	1,589.81	1,589.81	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0017	A-Z BUS SALES	1,203.48	1,203.48	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0051	APPLE COMPUTER INC	1,108.76	425.62	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
			683.14	0130417109 6410	LCFF Base Instr Ladera Vista / New Equip Less Than
N22V0052	CULVER NEWLIN INC	6,122.47	5,263.59	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0052	*** CONTINUED ***				
			858.88	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0053	CDW.G	871.38	119.46	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			751.92	0141655101 6410	Fine Arts Donations Instr / New Equip Less Than \$10,000
N22V0054	REHABMART.COM	4,839.61	4,839.61	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0055	LAKESHORE LEARNING	1,175.95	1,175.95	0130222101 6410	LCFF Suppl Instr Pacific Drive / New Equip Less Than
N22V0056	CDW.G	4,318.62	74.35	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			4,244.27	0130424109 6410	LCFF Base Instruction Raymond / New Equip Less Than
N22V0057	PLUMBING AND INDUSTRIAL SUPPLY	1,418.47	1,418.47	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0058	PLUMBING AND INDUSTRIAL SUPPLY	34,135.20	34,135.20	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0059	NET WORLD SPORTS LTD	6,798.97	6,798.97	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0060	CDW.G	1,495.01	1,495.01	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0061	MCDONNELL AND CO INT'L INC	19,105.50	1,650.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			17,455.50	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0062	MUSIC AND ARTS CENTER	30,540.91	19,117.86	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			11,423.05	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0063	DICK BLICK ART MATERIALS	3,253.83	3,253.83	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0332	ANDERSON, VERONICA	9,075.00	9,075.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0333	ORR, THERESA	7,875.00	7,875.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0334	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22X0335	BEST BEST AND KRIEGER LLP	60,000.00	60,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
N22X0336	THERAPYTRAVELERS	50,000.00	50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0337	VERIZON WIRELESS	2,600.00	2,600.00	0152055779 5900	Education Services Discret / Communications
N22X0338	PEPPER MUSIC, J W	500.00	500.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22X0339	KNOWLEDGE SAVES LIVES INC	32,970.00	32,970.00	8152451741 5800	Property and Liability / Other Contracted Services

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019**

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0340	RETURN TO WORK PARTNERS INC	20,000.00	20,000.00	0152451749 5805	Employee Benefits Discr / Consultants
N22X0341	RUEDAS, DIANA	14,500.00	14,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0342	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0343	COSTCO WHOLESALE	1,000.00	1,000.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
N22X0344	ADAMSON, GREG	4,375.00	4,375.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0345	WATTS, LAWRENCE J	15,036.00	15,036.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0346	GARZA, SAMUEL R.	3,500.00	3,500.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0347	AMERICAN RED CROSS	2,000.00	2,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0348	AARDVARK CLAY AND SUPPLIES	2,000.00	2,000.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22X0349	WILSON, CYNTHIA ANN	5,250.00	5,250.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
	Fund 01 Total:	628,058.33			
	Fund 12 Total:	2,491.58			
	Fund 81 Total:	33,849.57			
	Total Amount of Purchase Orders:	664,399.48			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 10/15/2019

The following PO was printed out of sequence and will appear in the next reporting period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22D0139	Renaissance Learning	\$4500.00	\$4500.00	01812111014310	Instr Mat Lottery Beechwood In Materials and Supplies Instr

CONSENT ITEM

DATE: October 15, 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 220158 THROUGH 220198 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 06, 2019 through September 26, 2019 contains purchase orders numbered 220158 through 220198 for the 2019/2020 school year totaling \$389,346.07.

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 220158 through 220198 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	220176	9/13/2019	9/13/2019	9/19/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	10001	Bagel, Assrtd #BBGASST-BS-24TS 24/1.5oz./cs	\$9.8000	\$58.80	
3	case	10022	Brownie, Chocolate BN023-24 24 ct.	\$15.6200	\$46.86	
3	case	10005	Scone, Assrtd #BRBSCOASST-PET-24TS 24/case	\$10.9200	\$32.76	
2	tr	10031	Tea Bread Assrt, Petite/35 Sealed	\$20.6800	\$41.36	
4	tray	10032	Muffin, BananaNut,Mini, 1oz/54	\$24.4700	\$97.88	
4	tray	10033	Muffin, Blueberry, Mini, 1oz/54	\$24.4700	\$97.88	
4	tray	10034	Muffin, Dble Chocolate, Mini 1oz/54	\$24.4700	\$97.88	
5	case	10035	Danish, MiniRound Asst. 1.25oz/36	\$16.9200	\$84.60	
Sales Tax:					\$0.00	
P.O. Total:					\$558.02	
Vendor Total:					\$558.02	

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
G. A. Systems, Inc.	220191	9/23/2019	9/23/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	RSI Refrigerated snap in box	\$1,200.0000	\$1,200.00	
Sales Tax:					\$0.00	
P.O. Total:					\$1,200.00	
Vendor Total:					\$1,200.00	

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Fullerton School District	220180	9/15/2019	9/15/2019	8/31/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Actual Payroll 1B per August Bitech Report	\$91,003.6300	\$91,003.63	
1	ea	2	Actual Dist. Exp. per August Bitech Report	\$2,497.3500	\$2,497.35	
Sales Tax:					\$0.00	
P.O. Total:					\$93,500.98	

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Fullerton School District	220181	9/15/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Esitmated Payroll per September Bitch	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per Sept. Bitech	\$20,000.0000	\$20,000.00	
Sales Tax:					\$0.00	
P.O. Total:					\$220,000.00	
Vendor Total:					\$313,500.98	

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220159	9/6/2019	9/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	cs	1	51%WW Dinner Roll GSF# 102268 72/1.75oz.	\$14.3000	\$85.80	
Sales Tax:					\$0.00	
P.O. Total:					\$85.80	

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220160	9/6/2019	10/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$75.1400	\$1,502.80	
12	case	8021	Chips, Tortilla GS#208220 80/cs	\$19.1200	\$229.44	
7	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$62.1400	\$434.98	

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220160	9/6/2019	10/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$146.7600	\$587.04
6	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$337.74
					Sales Tax:	\$0.00
					P.O. Total:	\$3,092.00
Gold Star Foods Inc.	220161	9/6/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	3011	Cereal, Rice Chex GS#203127 96/case		\$23.3600	\$140.16
					Sales Tax:	\$0.00
					P.O. Total:	\$140.16
Gold Star Foods Inc.	220164	9/9/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220165	9/9/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$1,051.20
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$23.3600	\$1,261.44
					Sales Tax:	\$0.00
					P.O. Total:	\$2,312.64
Gold Star Foods Inc.	220167	9/10/2019	9/24/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	bag	5105	Rice, White, Parboiled LG GS#101936 25#/bag		\$10.7600	\$538.00
					Sales Tax:	\$0.00
					P.O. Total:	\$538.00
Gold Star Foods Inc.	220168	9/10/2019	9/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$58.5500	\$2,927.50
					Sales Tax:	\$0.00
					P.O. Total:	\$2,927.50
Gold Star Foods Inc.	220169	9/11/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	cs	1	Pork Carnitas CMDY 4/5LB cs GS#405857		\$44.6600	\$1,071.84
					Sales Tax:	\$0.00
					P.O. Total:	\$1,071.84
Gold Star Foods Inc.	220171	9/12/2019	9/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.		\$15.3500	\$153.50
150	case	3105	Milk White,LowFat, GS#203000 27/8oz/case		\$9.1200	\$1,368.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,521.50
Gold Star Foods Inc.	220174	9/13/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	4302	Mustard, GS#201872, Heinz 500/5.5g		\$8.0800	\$80.80
					Sales Tax:	\$0.00
					P.O. Total:	\$80.80

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220175	9/13/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
28	cs	1	Cinnamon Swirl 72/2oz 51 WW		\$34.9600	\$978.88
					Sales Tax:	\$0.00
					P.O. Total:	\$978.88
Gold Star Foods Inc.	220177	9/13/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	4344	Dressing, Italian, Lite GS#201312 4 gal./case		\$28.5300	\$114.12
					Sales Tax:	\$0.00
					P.O. Total:	\$114.12
Gold Star Foods Inc.	220178	9/13/2019	9/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
32	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$46.2600	\$1,480.32
30	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#		\$18.0200	\$540.60
20	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$39.5900	\$791.80
77	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$36.0800	\$2,778.16
15	case	30326	Breadstick, Garlic GS#134819 320/case		\$36.2900	\$544.35
					Sales Tax:	\$0.00
					P.O. Total:	\$6,135.23
Gold Star Foods Inc.	220179	9/13/2019	10/5/2019	10/4/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
12	case	8021	Chips, Tortilla GS#208220 80/cs		\$19.1200	\$229.44
7	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$62.1400	\$434.98
5	case	12002	Seeds,HoneyRoasted w/ Cranberries GS#138763 200/cs		\$90.9500	\$454.75
6	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$337.74
					Sales Tax:	\$0.00
					P.O. Total:	\$2,959.51
Gold Star Foods Inc.	220183	9/17/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	each	4009	Cilantro, Dried 4oz GS#209661		\$5.1800	\$155.40
					Sales Tax:	\$0.00
					P.O. Total:	\$155.40
Gold Star Foods Inc.	220186	9/20/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$39.1400	\$2,348.40
					Sales Tax:	\$0.00
					P.O. Total:	\$2,348.40
Gold Star Foods Inc.	220187	9/20/2019	9/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	30107	Cream Cheese, Cup 100/1oz GS#300211		\$16.2500	\$65.00
					Sales Tax:	\$0.00
					P.O. Total:	\$65.00
Gold Star Foods Inc.	220188	9/20/2019	10/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	7011	Cracker, Wheat Basics,GS#203356/37401 100/1.6oz		\$31.8100	\$763.44
					Sales Tax:	\$0.00
					P.O. Total:	\$763.44

Purchase Orders - Detail

Fullerton School District

9/30/2019 9:25:20 AM

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220189	9/20/2019	10/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
59	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,528.15	
20	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$791.80	
31	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8000	\$1,605.80	
62	case	30334	Pancake, WG, Bulk GS#102802 12/12ct	\$25.1300	\$1,558.06	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$536.80	
8	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$37.8800	\$303.04	
Sales Tax:						\$0.00
P.O. Total:						\$7,323.65
Gold Star Foods Inc.	220190	9/20/2019	10/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz	\$17.4700	\$122.29	
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	\$52.4400	\$209.76	
4	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$126.1800	\$504.72	
Sales Tax:						\$0.00
P.O. Total:						\$1,370.30
Gold Star Foods Inc.	220192	9/23/2019	10/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	1	Chicken Base LS (No MSG) GS# 305609 4/5LB	\$154.8400	\$309.68	
5	cs	2	Vegetable Oil GS# 210233 6/1GAL	\$38.4400	\$192.20	
1	cs	3	Milk, Dry NF Instant Crystals GS#203340 6/5LB	\$150.7100	\$150.71	
8	bg	4	Sugar, Granulated GS# 210297 25LB	\$16.1500	\$129.20	
1	cs	5	Cocoa Powder, Sunrise Dutch GS# 240249 1/25LB	\$118.9100	\$118.91	
4	cs	6	Soy Sauce GS # 209523 4/1GAL	\$55.2200	\$220.88	
Sales Tax:						\$0.00
P.O. Total:						\$1,121.58
Gold Star Foods Inc.	220194	9/24/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
11	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$443.52	
Sales Tax:						\$0.00
P.O. Total:						\$443.52
Gold Star Foods Inc.	220195	9/25/2019	10/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	57201	Pork, TexasWstrn GS#405721 4/5#/case	\$39.0000	\$78.00	
Sales Tax:						\$0.00
P.O. Total:						\$78.00
Gold Star Foods Inc.	220196	9/25/2019	10/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.	\$64.8500	\$518.80	
Sales Tax:						\$0.00
P.O. Total:						\$518.80
Gold Star Foods Inc.	220198	9/26/2019	10/29/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
39	cs	1	WG PUMPKIN IW COOKIE GS#100200 150/10oz	\$44.1200	\$1,720.68	
Sales Tax:						\$0.00
P.O. Total:						\$1,720.68

Purchase Orders - Detail

Fullerton School District

9/30/2019 9:25:20 AM

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$38,187.85
P & R Paper Supply Company, Inc.						
		220158	9/6/2019	9/11/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
16	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs	\$10.1000	\$161.60	
15	case	80010	Gloves,Disp Latex (M)#NET-754432 10 /100/case	\$32.0500	\$480.75	
				Sales Tax:	\$49.78	
				P.O. Total:	\$692.13	
P & R Paper Supply Company, Inc.						
		220162	9/9/2019	9/11/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT	\$31.7500	\$31.75	
				Sales Tax:	\$2.46	
				P.O. Total:	\$34.21	
P & R Paper Supply Company, Inc.						
		220172	9/12/2019	9/18/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS	\$49.8500	\$299.10	
2	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case	\$25.0600	\$50.12	
				Sales Tax:	\$0.00	
				P.O. Total:	\$349.22	
P & R Paper Supply Company, Inc.						
		220173	9/12/2019	9/18/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	84314	Cup, 7 oz Clear FINE LINE 407 20/25/cs	\$41.6600	\$124.98	
				Sales Tax:	\$0.00	
				P.O. Total:	\$124.98	
P & R Paper Supply Company, Inc.						
		220185	9/20/2019	9/25/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
11	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$10.0000	\$110.00	
6	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807	\$39.9000	\$239.40	
				Sales Tax:	\$18.55	
				P.O. Total:	\$367.95	
P & R Paper Supply Company, Inc.						
		220197	9/26/2019	10/9/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	80011	Hairnets, Brown string C-HN-BN24 10/100/case	\$85.0000	\$255.00	
				Sales Tax:	\$19.76	
				P.O. Total:	\$274.76	
Vendor Total:						\$1,843.25
Chefs' Toys						
		220182	9/17/2019	9/17/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	ea	1	Plastic Food Pan, Cambro# 14CW110	\$10.2800	\$616.80	
1	ea	1	Shipping Charge	\$60.0000	\$60.00	
				Sales Tax:	\$47.80	
				P.O. Total:	\$724.60	
Chefs' Toys						
		220184	9/19/2019	9/19/2019	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Chefs' Toys	220184	9/19/2019	9/19/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	ea	CRESC 208-1	Refrigerator/Freezer Rack, Roll-In	\$1,251.0000	\$7,506.00		
1	ea	CHEFS' TOYS	Chefs' Toys Services	\$100.0000	\$100.00		
			Sales Tax:		\$589.47		
			P.O. Total:		\$8,195.47		
			Vendor Total:		\$8,920.07		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
ProGuard Service and Solutions	220163	9/9/2019	9/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	70035	Sanitizer Low Temp 5 gal., #8000016	\$36.8800	\$73.76		
2	case	70023	Rinse Additive Low Temp 5gal #8000409	\$109.8400	\$219.68		
2	case	70024	Delimer 4/1 gal. #8000008	\$77.9200	\$155.84		
2	case	70025	Detergent Metal Safe 4x8 capsules, #8000027	\$144.6800	\$289.36		
			Sales Tax:		\$57.26		
			P.O. Total:		\$795.90		
			Vendor Total:		\$795.90		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Nutrition Concepts	220193	9/23/2019	9/25/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	ea	1	Safety and Sanitation Managers Test	\$115.0000	\$3,450.00		
			Sales Tax:		\$0.00		
			P.O. Total:		\$3,450.00		
			Vendor Total:		\$3,450.00		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
FSD- Child Development	220166	9/10/2019	9/10/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Reimbursement for Child Dev. MSB Payments	\$20,566.7500	\$20,566.75		
			Sales Tax:		\$0.00		
			P.O. Total:		\$20,566.75		
			Vendor Total:		\$20,566.75		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Frontline Sensors & Systems Inc.	220170	9/12/2019	9/12/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	ea	1	Badger M25 Nutating Disk Meter, Model RCDL	\$150.0000	\$300.00		
			Sales Tax:		\$23.25		
			P.O. Total:		\$323.25		
			Vendor Total:		\$323.25		

GRAND TOTAL \$389,346.07

CONSENT ITEM

DATE: October 15, 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 124115 THROUGH 124494 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 124115 through 124494 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	\$2,750,361.07
12 Child Development	18,231.70
14 Deferred Maintenance	14,504.44
25 Capital Facilities	323,274.44
40 Special Reserve	6,350.14
68 Workers' Compensation	63,289.43
81 Property / Liability Insurance	11,479.24
Total	\$3,187,490.46

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

Funding: The total amount presented for approval is \$3,187,490.46 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 124115 through 124494 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: October 15, 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 13868 THROUGH 13891 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13868 through 13891 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 \$39,657.41, and is to be paid from Nutrition Services Budget.

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

RC:MB:tg

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: **APPROVE THE AGREEMENT FOR ARCHITECTURAL SERVICES WITH ARCHITECT 9, LLLP THROUGH THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS**

Background: The District plans to enter into various construction projects. The services of a licensed architect are necessary to plan projects, prepare schematics and renderings, project budgets, schedules, bid documents, specifications, architectural plans, and also including the interface with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction projects. The staff has determined that it is in the best interest of the District to enter into an agreement with Architect 9, LLLP, through the 19/20 and 20/21 Fiscal Years.

Rationale: District staff recommends entering into an agreement with Architecture 9, LLLP, for these services. Architecture 9 is a full-service architectural firm specializing in public works.

Funding: Services will be utilized on an as-needed basis. The projected cost of project services will need to be approved in advance by the Assistant Superintendent of Business Services. The approval will take place prior to the commencement of work. Costs are set at professional hourly rates as detailed in Exhibit A. Costs will be paid from various District funds.

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

RC:SS:ys
Attachment

EXHIBIT A

Architecture Hourly Rates: September 2019

Position	Hourly Rate
Architect	\$165
Project Manager/Scheduler	\$140
Senior Project Manager	\$140
Architectural Illustrator	\$140
Project Support Staff	\$140
CAD/BIM/Revit Operator	\$90
Designer	\$150
Information Coordinator	\$110
Administration	\$110

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and Architecture 9, LLLP, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide the services of a licensed architect for the planning of projects, will prepare schematics and renderings, project budgets, schedules, bid documents, specifications, architectural plans, also including the interface with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **October 15, 2019** and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **hourly rates as set forth in Exhibit A**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

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

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

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

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Architecture 9, LLLP
P.O. Box 14087
Tulsa, OK 74159

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15^H DAY OF **October** 2019.

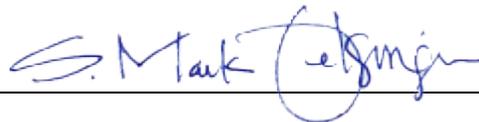
FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

By:



On File

Taxpayer Identification Number

CONSENT ITEM

DATE: October 15, 2019

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

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

SUBJECT: APPROVE TWO-YEAR CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BLACKBOARD INC., FOR ADDITIONAL SERVICES ON BLACKBOARD MOBILE COMMUNICATIONS APP, EFFECTIVE NOVEMBER 1, 2019, THROUGH JUNE 30, 2021

Background: The Board previously agreed to a contract on May 8, 2018 between Fullerton School District and Blackboard Inc. The contract included an integrated mobile app. The District has a need to increase the number of characters allowed in mass notification text message. The District will add this to their current contract effective November 1, 2019, through June 30, 2021.

Rationale: The Blackboard Inc., notification system provides web-based communications with all District contacts and parents concerning student absences, important dates, changes in schedules, and most importantly, information about emergency situations. This will provide the text messages more characters and the District will be able to communicate more complete information.

Funding: The total additional cost of the two-year contract for Blackboard Inc., services is \$2,810.49 from the General Fund (CC529).

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

RC:yd
Attachment

VOID IF EXECUTED AFTER: October 30, 2019
CUSTOMER: Fullerton School District

Blackboard

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

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

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

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 01-Jul-2020 -- 30-Jun-2021 (USD)
13000	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+	01-Nov-2019 - 30-Jun-2020	\$1,120.49	\$1,690.00
			Total	\$1,120.49	\$1,690.00

B. Terms

- The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: November 01, 2019

C. Payment Terms

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

D. Special Provisions

In Process

Sales Approved: Chris Prince
Initial: 

Customer: Fullerton School District
Signature:
Name:
Title:
Date:

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: October 01, 2019

In Process

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below and attach or send PO to Operations@blackboard.com

PO Number: PO Amount:

Attach PO (Optional): Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

- | | |
|----------|--------|
| 1. Name: | Email: |
| 2. Name: | Email: |
| 3. Name: | Email: |

In Process

CONSENT ITEM

DATE: October 15, 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 WARRANT NUMBERED 1125 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1125 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,218.76
	Total	<u>\$2,218.76</u>

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

Funding: The total amount presented for approval is \$2,218.76 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1125 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: October 15, 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 WARRANT NUMBERED 1207 THROUGH 1208 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1207 through 1208 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$7,425.14
	Total	<u>\$7,425.14</u>

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

Funding: The total amount presented for approval is \$7,425.14 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1207 through 1208 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: October 15, 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 October 21, 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: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 10/15/19**

LEGEND

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

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Johnson	Jessica	Instructional Assistant/Reg-SUB	Add Instructional Assistant/Reg-SUB classification	8/19/19	99	0.00	100	B11/1
Velazquez	Maria	Instructional Assistant/Reg-SUB	Add Instructional Assistant/Reg-SUB classification	9/26/19	24	6.67/wk	100	B11/1
Winder	Vanessa	Instructional Assistant/SE I-SUB	Assistant/SE I-SUB classification and remove Senior Secretary-SUB	9/3/19	99	0.00	100	B11/1
Ramos	Jessica	Instructional Assistant/Reg-SUB	Assistant/Regular classificaion. Currently Playground Sup. SUB	9/16/19	99	0.00	100	B11/1
Leyva	Stormy	Instructional Assistant/SE I-SUB	Extra summer work 16 hours	8/8/19	54	0.00	121	B14/1
Aguayo	Elizabeth	Social Service Assistant	Extra summer work 37.25/hours	6/3/19	24	19.00/wk	212	B17/2
Khamis	Nahida	Instructional Assistant/SE I	Extra summer work 6.0/hours	8/8/19	16	6.00	122	B14/6
Sanchez	Jenine T.	Instructional Assistant/SE I	Extra summer work 6.0/hours	8/9/19	16	6.00	122	B14/6
Apodaca	Donna	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	33.10/wk	565	B21/6
Chavira	Frances	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	29.10/wk	565	B21/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Lopez	Noemi	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	25.00/wk	565	B21/6
Morales	Marith	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	26.40/wk	565	B21/4
Santos	Manuel	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	29.90/wk	565	B21/4
Olivares	Jessica	Social Service Assistant	Extra Summer Work-22 hours	6/10/19	20	30.00/wk	304	B17/3
Leyva	Stormy	SDC Mild/Moderate	Hire IA/SE SUB status- B16/1 per Melissa Greenwood	8/12/19	99	0.00	100	B16/1
Contreras	Rocio	After School Program Site Lead	Hire probationary status	9/30/19	60	8.00	329	B18/1
Foti	Megan	After School Program Site Lead	Hire probationary status	9/19/19	60	6.80	329	B18/1
Conlin	Jennifer	Instructional Assistant/SE II B	Hire probationary status	9/30/19	12	6.00	242	B14/1
Laguisan	Malia U.	Instructional Assistant/Rec	Hire probationary status	9/11/19	60	18.50/wk	329	B11/1
Atta	Pamela	Instructional Assistant/Reg	Hire probationary status	9/12/19	21	3.75	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Benatz	Heidi	Instructional Assistant/Reg	Hire probationary status	9/30/19	18	3.75	100	B11/1
Manuel	Dawne	Instructional Assistant/Reg	Hire probationary status	9/9/19	26	3.00	100	B11/1
Schill	Hannah	Instructional Assistant/Reg	Hire probationary status	9/16/19	21	3.75	100	B11/1
Thames	Jessi F.	Instructional Assistant/Reg	Hire probationary status	9/24/19	28	3.75	302	B11/1
Wilder	Pamela	Instructional Assistant/Reg	Hire probationary status	9/12/19	16	3.00	100	B11/1
Hinh	Jazmin	Instructional Assistant/SE I	Hire probationary status	9/23/19	26	3.00	122	B14/1
Kuhn	Heather	Speech and Language Path. Assistant	Hire probationary status	9/23/19	54	6.00	255	B21/1
Kahrhoff	Darcy A.	Registered Associate	Hire regular status	9/13/19	18	6.00	504-75% 302-25%	18.00/hour
Kim	Eunah	Instructional Assistant/Reg-SUB	Hire substitute status. Also add FSA I (B08/1) SUB class	9/24/19	99	0.00	100	B11/1
Garrostieta	Antonio	Custodian I	Hire substitute status	9/19/19	53	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Aldana	Stephanie	Custodian I/SUB	Hire substitute status	9/24/19	53	0.00	542	B17/1
Badillo	Alexander	Custodian I/SUB	Hire substitute status	9/24/19	53	0.00	542	B17/1
Fonseca Manzano	Yesenia	Custodian I/SUB	Hire substitute status	9/30/19	53	0.00	542	B17/1
Lara	Samuel	Custodian I/SUB	Hire substitute status	9/26/19	53	0.00	542	B17/1
Pena	Eric	Custodian I/SUB	Hire substitute status	10/1/19	53	0.00	542	B17/1
Troy	Justin	Custodian I/SUB	Hire substitute status	9/30/19	53	0.00	542	B17/1
Ross	Kamya	Food Service Assistant I-SUB	Hire substitute status	9/9/19	99	0.00	100	B11/1
Rothchell	Ashley	Food Service Assistant I-SUB	Hire substitute status	9/10/19	99	0.00	100	B11/1
Hermosillo	Theresa	Instructional Assistant/Rec- SUB	Hire substitute status	9/5/19	99	0.00	100	B11/1
Payan	Emily	Instructional Assistant/Rec- SUB	Hire substitute status	9/27/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Torres	Leslie G.	Instructional Assistant/Rec-SUB	Hire substitute status	9/10/19	99	0.00	100	B11/1
Catolico	Jasmine	Instructional Assistant/Reg-SUB	Hire substitute status	9/30/19	99	0.00	100	B11/1
David	Rachel	Instructional Assistant/Reg-SUB	Hire substitute status	9/16/19	99	0.00	100	B11/1
Kim	Jane	Instructional Assistant/Reg-SUB	Hire substitute status	9/18/19	99	0.00	100	B11/1
Pedroza	Raelena	Instructional Assistant/Reg-SUB	Hire substitute status	9/10/19	99	0.00	100	B11/1
Stewart	Mikaila	Instructional Assistant/Reg-SUB	Hire substitute status	9/18/19	99	0.00	100	B11/1
Abou-Saada	Wafa	Instructional Assistant/SE I-SUB	Hire substitute status	9/19/19	99	0.00	121	B11/1
Espinoza Romero	Guadalupe	Instructional Assistant/SE I-SUB	Hire substitute status	9/18/19	99	0.00	121	B14/1
Angulo	Raylene	Mental Health Counseling Specialist-SUB	Hire substitute status	9/9/19	21	24.00 /wk	504	18.00/hour
Lomeli	Frances	Playground Supervisor-SUB	Hire substitute status	9/30/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sanchez Cauja	Rosita Del Rocio	Playground Supervisor-SUB	Hire substitute status	9/19/19	99	0.00	100	B11/1
Balestra	Natalia	Instructional Assistant/Reg- SUB	Hire substitute status. Add IA/SE I-SUB class.	9/30/19	99	0.00	100	B11/1
Dominguez	Elvira	Clerical Assistant I-SUB	Hire substitute status. Also add IA/Reg (B11/1) SUB class.	9/19/19	99	0.00	100	B17/1 B11/1
Ocello	Heather	Clerical Assistant I-SUB	Hire substitute status. Also hiring as IA/Rec, IA/Reg- B11/1	9/18/19	99	0.00	100	B17/1 B11/1
Aguayo	Elizabeth	Social Service Assistant	Increase hours from 16.0 to 19.0/wk	8/12/19	24	3.80	212	B17/2
Pantoja Ledesma	Maria G.	Instructional Assistant/Reg	Increase hours from 19.74 to 19.92	8/12/19	24	4.98	302	B11/5
Caichan Nartea	Pathida	Behavioral Intervention Supervisor	Longevity increase from 2% to 2.5%	10/1/19	54	8.00	504	B12/3
Employee ID	5296		Medical Leave 10/1/19- 11/17/19					
Employee ID	83		Medical Leave 8/13/19- 10/20/19					
Employee ID	4941		Medical Leave 9/23/19- 11/1/19					

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	5973		Medical Leave 9/25/19-1/13/2020					
Employee ID	3784		Medical leave 9/30/19-11/19/19					
Employee ID	2227		Medical leave 9/30/19-12/29/19					
Employee ID	4811		PDL 9/10/19-10/19/19					
Contreras Barron	Andrea F.	Health Assistant/BB	Reinstated	9/12/19	13	3.75	402	B18/3
Katz	Deborah	Instructional Assistant/SE I	Related to class transfer from IA/SE I to IA/SE II A	9/11/19	15	6.00	242	B14/6
Garcia	Christian	Instructional Assistant/Rec	Resignation on probation-will not remain as a SUB	9/20/19	60	19.50/wk	85	B11/1
Laguisan	Malia	Instructional Assistant/Rec	Resignation on Probation-will not remain as a SUB	9/18/19	60	18.50/wk	329	B11/1
Vazquez	Erin	Instructional Assistant/Rec	Resignation on Probation-will not remain as a SUB	9/27/19	10	15.00/wk	100	B11/4
Enriquez	Jessica	Instructional Assistant/Reg	Resignation on probation-will not remain as a SUB	9/20/19	24	3.75	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Hernandez	Aleah	Instructional Assistant/Reg	Resignation on Probation- will not remain as a SUB	9/26/19	20	15.00/wk	383	B11/3
Shaw	Jennifer	Instructional Assistant/SE I	Resignation on Probation- will not remain as a SUB	7/23/19	16	15.00/wk	122	B14/2
Badal	Soria Lana	Playground Supervisor	Resignation will remain as SUB	9/27/19	17	2.00	100	B11/1
Employee ID	3973		Returning to work 9/16/19 without restrictions					
Kingston	Karen	Bus Driver-SUB	Separate NLA	9/24/19	56	28.30/wk	565	B21/6
Contreras	Carolina	Computer Tech I SUB	Separate NLA	9/19/19	59	0.00	302	B30/1
Ortiz	William	Computer Tech I SUB	Separate NLA	9/19/19	59	0.00	302	B30/1
Noriega	Cera	Custodian I/SUB	Separate NLA	9/19/19	99	0.00	100	B17/1
Scott	Gerald	Custodian I/SUB	Separate NLA	9/19/19	99	0.00	100	B17/1
Valencia	Victor	Custodian I/SUB	Separate NLA	9/19/19	99	0.00	100	B17/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Montiel	Shaina J.	Instructional Assistant/Rec-SUB	Separate NLA	9/24/19	99	0.00	100	B11/1
Williams	Zachary J.	Instructional Assistant/Rec-SUB	Separate NLA	9/24/19	99	0.00	100	B11/1
Fard	Bianca	Instructional Assistant/SE SUB	Separate NLA	9/19/19	99	0.00	100	B11/1
Basquez	Susan	Playground Supervisor-SUB	Separate NLA	9/24/19	16	7.50/wk	100	B11/1
Rodriguez Merced	Daniela	Instructional Assistant/Rec	Seperation-eligible for rehire	9/16/19	60	19.50/wk	85	B11/5
Rodriguez Hernandez	Nayeli	Playground Supervisor-SUB	Seperation-eligible for rehire	9/18/19	99	0.00	100	B11/1
Arellano	Jeannette	School Office Manager	Service retirement-will remain as a SUB	9/21/19	16	8.00	403	B25/6
Perez	Roberto	Trans/Bil Tech Assistant	Service retirement-will remain as a SUB	9/14/19	54	8.00	420	B24/6
Robles	Aaron	Instructional Assistant SE II B	Step increase to 2	10/1/19	22	6.00	122	B14/2
Mortimer	Kristen	Instructional Assistant/Reg	Step increase to 2	10/1/19	60	3.50	231	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Park	Jong Kyoung	Instructional Assistant/Reg	Step increase to 2	10/1/19	60	3.50	81	B11/2
Trinh	Vincent	Instructional Assistant/Reg	Step increase to 2	10/1/19	17	3.50	302	B11/2
Ceballos	Emilio	Supervisor Maintenance and Operations	Step increase to 2	10/1/19	53	8.00	533-80% 542-10% 547-10%	M12/2
Whittington	Gabrielle	Tech, Library & Media Assistant	Step increase to 2	10/1/19	59	4.00	409	B21/2
Ford	Virginia	Custodian I	Step increase to 3	10/1/19	22	3.75	542	B17/3
Druckenmiller	Gregory	Instructional Assistant/SE I	Step increase to 3	10/1/19	22	6.00	242	B14/3
Nguyen	Ngoc Thi Nhu	Instructional Assistant/SE I	Step increase to 3	10/1/19	17	6.00	121	B14/3
Lopez	Jesus	Instructional Assistant/Rec	Step increase to 4	10/1/19	12	3.75	100	B11/4
Arellano	Edgar	Instructional Assistant/SE I	Step increase to 4	10/1/19	16	6.00	122	B14/4
Gonzalez	Jessica	Instructional Assistant/SE I	Step increase to 4	10/1/19	21	6.00	122	B14/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Thompson	Marilyn	Bus Driver	Step increase to 5	10/1/19	56	5.12	565	B21/5
Azabache	Carlo	Instructional Assistant/Rec	Step increase to 5	10/1/19	60	3.90	85	B11/5
Molina	Nicole	Instructional Assistant/SE I	Step increase to 5	10/1/19	12	6.00	122	B14/5
Clasen	Elizabeth	Instructional Assistant/SE II B	Step increase to 5	10/1/19	12	6.00	242	B14/5
Declaro	JoAnne	Account Clerk III	Step increase to 6	10/1/19	50	8.00	530	B28/6
Aranda	Oscar	After School Program Site Lead	Step increase to 6	10/1/19	60	8.00	85	B18/5
Kerr	Susan	COTA	Step increase to 6	10/1/19	54	6.50	255-50% 505-50%	B28/6
Wilhite	Lisa	Health Assistant	Step increase to 6	10/1/19	27	3.75	402	B17/6
Garza	Yvette	Instructional Assistant/Reg	Step increase to 6	10/1/19	11	3.75	302-20% 100-80%	B11/5
Licon	Laurie	Instructional Assistant/Reg	Step increase to 6	10/1/19	60	3.50	310	B11/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Juarez	Elizabeth	Clerical Assistant I-SUB	Temp. Additional Hours NTE 232	8/19/19	56	232.00	565	B17/1
Choi	Grace	Clerical Assistant I-SUB	Temp. Additional Hours NTE 80 hours	8/5/19	56	3.00	565	B17/1
Verduzco	Yasmin	Clerical Assistant I-SUB	Temp. Additional Hours NTE 80 hours	8/5/19	56	3.00	565	B17/1
Weller	Emily	Instructional Assistant/SE I	Temporary additional hours - 3.0/day	9/12/19	21	16.00/wk	125	B14/2
Molina	Nicole	Instructional Assistant/SE I	Temporary additional hours 1.0/day	9/20/19	12	6.00	225	B14/4
Juarez	Elizabeth	Clerical Assistant I-SUB	Temporary additional hours NTE 312 hours	9/30/19	56	8.00	565	B17/1
Smith	Patricia	Instructional Assistant/SE II A	Temporary additional hours- 1.50/day	8/12/19	20	6.50	242	B14/6
York	Deborah	Instructional Assistant/SE II A	Temporary additional hours- 1.50/day	8/29/19	13	6.00	242	B14/6
Cleveland	Travis	Instructional Assistant/SE II B	Temporary additional hours- 1.50/day	8/28/19	13	6.00	504-50% 122-50%	B14/5
McGinnis	Anne	Instructional Assistant/SE I	Temporary additional hours- 2.20/day	9/12/19	21	3.80	130	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Espinoza	Jennifer	Instructional Assistant/Reg	Termination on probation	8/29/19	21	15.00/wk	383	B11/1
Sotelo	Jose A.	Custodian II	Transfer from Nicolas to Commonwealth	8/26/19	20	8.00	542	B24/6
McBenttes	Lisa	Playground Supervisor	Transfer from Pacific Drive. Change hours from 14.8 to 13.75	8/12/19	22	2.75	100	B11/1
Padilla	Rudy	Custodian II	Transfer from Richman to Nicolas	8/26/19	25	8.00	542	B24/6
Surjanto	Esther	Food Service Assistant I	Working out of class-Food Production Coordinator Assistant	10/11/19	90	8.00	606	B26/1
Hernandez	Leticia	Food Production Coordinator Assistant	Working out of class-Food Production Manager	10/11/19	90	8.00	606	M06/1
Arreola Albarran	Ana	Playground Supervisor	Increase Hours from 6.5 to 10.42	8/19/19	29	2.08	100	B11/1
Mooshagian	Armineh	Instructional Assistant/Reg-SUB	Hire substitute status	10/2/19	99	0.00	100	B11/1
Cristea	Marilena	Instructional Assistant/Reg	Voluntary reduction of hours from 3.75 to 3.0/day	9/23/19	26	3.00	100	B11/1
Lee-Chong	Shawn	Instructional Assistant/BB-Koren	Extra Summer Work-5 hours	7/1/19	54	8.00	123	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cruz-Bahena	Kimberly	Instructional Assistant/Rec	Resignation on probation- will not remain as a SUB	10/2/19	60	3.95	329	B11/1
Terriquez	Korrine	Instructional Assistant/Reg- SUB	Hire substitute status	10/2/19	99	0.00	100	B11/1
Shandy	Debra	Personnel Technician I	Hire probationary status	10/7/19	99	8.00	522	B23/1
Sanchez	Magdalena	Clerical Assistant I-SUB	Add Clerical Assistant I-Sub classification. In addition to: Health Assistant and Play Supervisor	10/7/19	99	0.00	100	B11/1
Camarena	Ami-Ray Audrey	Registered Associate	Separate NLA	10/4/19	54	4.80	504	18.00/hour
Employee ID	5456		Medical Leave 9/30/19- 10/3/19					
Castanon	Damian	Dispatcher	Resignation on probation- will not remain as a SUB	10/4/19	56	8.00	565	B27/1
Employee ID	3805		Medical Leave: 9/30/19- 11/6/19					
Employee ID	975		Medical leave: 10/1/19- 1/9/20					

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	2053		Medical Leave: 9/30/19-10/23/19					
Tavarez	Francine	Instructional Assistant/SE I	Temporary Additional Hours 1.0	8/19/19	29	6.00	242	B14/6
Leyva	Stormy	Instructional Assistant/SE I	Extra summer work 16 hours	8/8/19	54	7.00	125	B16/1
Hebert	Kathryn	Instructional Assistant/SE I	Temp. additional hours 1.5 hours a day if she rides on M/T/TH/F and up to .5 hours a day if she rides on Wed.	9/26/19	20	6.50	242	B14/6
Gutierrez	Diana	Clerical Assistant II/BB	Working out of class-CA II/BB to School Office Manager	10/1/19	16	8.00	403	B25/5
Takagi-Horan	Stacey	Playground Supervisor-SUB	Hire substitute status	10/4/19	99	0.00	100	B11/1
Ramos	Manuel	Bus Driver-SUB	Hire substitute status	10/3/19	56	0.00	565	B21/1
Vargas	Ernest	Custodian I/SUB	Hire substitute status	10/2/19	53	0.00	542	B17/1
Employee ID	5154		Medical Leave 10/5/19-10/13/19					

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director of Child Development Services
SUBJECT: **APPROVE/RATIFY THE 2019/2020 AFTER SCHOOL EDUCATION AND SAFETY PROGRAM CONTRACT**

Background: Fullerton School District operates an After School Program for 1,300 students at Commonwealth, Maple, Orangethorpe, Pacific Drive, Raymond, Richman, Valencia Park and Woodcrest Elementary Schools, plus Ladera Vista and Nicolas Junior High Schools.

Rationale: The California Department of Education After School Programs provide funding for Title I schools to support extending learning experiences for at-risk children and youth. The program includes one hour of academic support and two hours of standards-based enrichment experiences.

Funding: Fullerton School District will receive a total of \$1,794,868.77 for the period of July 1, 2019 through June 30, 2020.

Recommendation: Approve/Ratify the 2019/2020 After School Education and Safety Program Contract.

JL:MC:ln
Attachment

Grant Award Notification

GRANTEE NAME AND ADDRESS Bob Pletka, Superintendent Fullerton Elementary 1401 West Valencia Drive Fullerton, CA 92833-3938	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	19	23939	66506	EZ
Attention Expanded Learning Programs Coordinator	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Expanded Learning Office	Resource Code	Revenue Object Code		30
Telephone 714-447-7400	6010	8590		INDEX
Name of Grant Program After School Education and Safety Program				0150

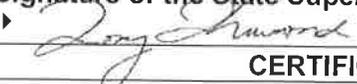
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,794,868.77		\$1,794,868.77		07/01/2019	06/30/2020
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the After School Education and Safety Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Nora Reed, Associate Governmental Program Analyst
 Expanded Learning Division
 California Department of Education
 1430 N Street, Suite 3400
 Sacramento, CA 95814-5901

California Department of Education Contact Nora Reed	Job Title Associate Governmental Program Analyst
E-mail Address nreed@cde.ca.gov	Telephone 916-327-5928
Signature of the State Superintendent of Public Instruction or Designee 	Date September 18, 2019

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Robert Pletka, Ed.D.	Title Superintendent
E-mail Address bob-pletka@myfed.org	Telephone 714-447-7405
Signature 	Date 10/15/19

CONSENT ITEM

DATE: October 15, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ELIZABETH MORALES FOR TRANSLATION SERVICES FROM AUGUST 30, 2019 THROUGH JUNE 30, 2020**

Background: Elizabeth Morales provides professional services in Spanish and Korean for translation services. She has worked extensively with Educational Services to provide timely and accurate translations.

Rationale: Ms. Morales provides translation services for sensitive and technical topics on large documents (over five pages) in Spanish and Korean.

Funding: Cost not to exceed \$2,450 to be paid from the Unrestricted General Fund.

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

JL:nm
Attachment

**FULLERTON SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Contractor," and the Fullerton School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Contractor is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY Contractor:** (Use attachment if more room needed)

2. The Contractor will commence providing services under this **AGREEMENT** on, _____, and will diligently perform as required and complete performance by, _____. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Contractor the total amount of \$_____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.

5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall defend and indemnify the District, its officers, agents and employees from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the consultant's performance or lack of performance pursuant to this agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Contractor, if an employee of another public agency, certifies 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**.
10. During the term of this Agreement the Contractor is required to provide the District with a Certificate of Insurance with a page 2 endorsement naming the District and additionally insured, the Contractor shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, Abuse and Molestation in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District and Workers Compensation as required under California State Law. The Contractor shall provide Certificates of Insurance and Additional Insured, naming Fullerton School District 1401 W. Valencia Drive, Fullerton, CA 92833 as Certificate Holder. The following verbiage is required in the endorsement: The Fullerton School District, its Board and its officers, agents and employees shall be named as Additional Insureds, by separate endorsement. Insurance coverage is required prior to the commencement of work. Failure to furnish the requested insurance will be considered default of contractor.
11. All consultants who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. **Initials** _____.

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

CONTRACTOR:

Name of Company: _____
Authorized Officer by: _____
Address: _____

Phone#: _____
Fax#: _____
Date: _____
Social Security/Tax ID#: _____
2/16

DISTRICT:

Fullerton School District Signature:
By: _____
Title: _____
School/Department Name: _____
1401 W. Valencia Drive, Fullerton CA 92833

Approved by Board: _____
(Date)

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Kristen Holm, Principal, Richman School
SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KID HEALTHY/ONEOC FOR RICHMAN SCHOOL FROM AUGUST 1, 2019 THROUGH JUNE 30, 2020**

Background: Kid Healthy/OneOC works to improve health, wellness and nutrition by engaging school children and families from the most underserved communities of Southern California through culturally appropriate health and wellness programs that increase nutrition and fitness levels. Kid Healthy/OneOC is committed to working with Title 1 schools in the implementation of the FSD Wellness Policy. Richman School was identified for this program based on a recent Richman Parent meeting based on this year's needs assessment targeting health and fitness.

Rationale: Implementation of the Kid Healthy program will foster parental involvement and empower parents and families to play an active role in supporting physical activity for all students.

Funding: Cost is not to exceed \$6,500 and is to be paid from site Title I budget (#212).

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

JL:KH:nm
Attachment

N2201771



Kid Healthy builds healthy communities by engaging students and families from socio-economic disadvantaged neighborhoods through culturally appropriate activities and leadership programs that measurably improve health and wellness.

Contract: Kid Healthy/OneOC and Fullerton School District
Dates of Service: 8/1/2019 through 06/30/2020

Agreement – Richman Elementary

Kid Healthy will provide Padres en Acción program implementation at specified schools in FSD that includes the following:

- Provide Kid Healthy staff to oversee training and implementation of the Padres en Acción program at participating FSD schools.
- Provide a Kid Healthy Volunteer Coordinator to work 6-8 hours per week at the participating school: The Volunteer Coordinator is responsible for planning, set-up, and maintenance of age appropriate physical activity; on-going parent volunteer recruiting and engagement; planning & implementation of parent meetings to provide additional playground and health education training for parents.
- Parent-led structured, physical activity 3 days per week (weather permitting), during the lunch recess at each school.
- Provide a minimum of 6 parent education opportunities in health and/or physical activity at each school; includes access to community resources, materials & supplies for all meetings.
- Assist in formation of school site wellness committees as requested per site, assist in the on-going management of school site wellness councils as requested per site.
- Assess and purchase playground equipment, as requested per site. Schools to be invoiced for additional equipment charges.
- Communicate program progress and outcomes to school principals and district personnel, as needed (minimum 2 times per school year).

Compensation:

Fees are to be invoiced in September 2019

\$6,500

Fullerton School District

Kid Healthy/OneOC

1901 E. Fourth Street, Suite 100, Santa Ana, CA 92705
949.874.7701
www.mykidhealthy.org

EJC 10/3/19

CONSENT ITEM

DATE: October 15, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Trang Lai, Director, Educational Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE TRAINING FOR A RESEARCH-BASED, COMMON CORE ALIGNED READING PROGRAM, READING WORKSHOP FOR TK-8 GRADE TEACHERS FROM JANUARY 7, 2020 THROUGH MARCH 18, 2020**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide teachers the tools they need to get students “thinking and discussing, writing and supporting” ideas. They address the achievement gaps by utilizing common core standards and an individual approach to reading and writing. With several of our schools implementing Writing Workshop, teachers are ready to begin implementing Reading Workshop, a companion program to Writing Workshop.

Rationale: Teachers will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. This Common Core Reading program will support teachers in the development of effective readers.

Funding: Cost not to exceed \$3,600 to be paid from general fund (#401).

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

JL:TL:ts
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Momentum in Teaching, LLC**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide a 3-day training to TK-8 grade teachers on a research-based, common core aligned reading workshop, hereinafter referred to as "Services."**
2. Term. Contractor shall commence providing Services under this Agreement on **January 7, 2020** and will diligently perform as required and complete performance by **March 18, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **three thousand, six hundred dollars (\$3,600)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

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

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

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include

or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

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

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

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

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

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

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

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

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

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

- 13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.
- 13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

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

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

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

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

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

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

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

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

CONTRACTOR:
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF **October** 2019.

FULLERTON SCHOOL DISTRICT

Momentum in Teaching, LLC

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: October 15, 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 (FSD) 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: October 15, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: APPROVE ELIZABETH LEON, STEPHANIE GIVENS, LINDA BEECHER, JACQUELINE GALLARDO-HOFFMASTER, ROBERT PLETKA, JANNY MEYER, AND JULIENNE LEE TO ATTEND THE OUT-OF-STATE “NATIONAL BLUE RIBBON SCHOOLS AWARD CEREMONY” IN WASHINGTON, DC, NOVEMBER 13-16, 2019

Background: Acacia and Fisler Schools have been officially announced National Blue Ribbon Schools.

Rationale: Both Acacia and Fisler are recognized as national models of excellence. From Acacia, one administrator and staff member will be attending the ceremony to receive the Blue Ribbon award. From Fisler, the former principal, an administrator, and staff member will be attending the ceremony to receive the Blue Ribbon award.

Funding: Cost not to exceed \$7,000 with \$3500 to be paid from the Superintendent’s budget (#527) , \$2500 from Ed Services budget (#520), and \$1,000 from site budgets (#304).

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

JL:RG:vm

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2019 - SEPTEMBER 30, 2019)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

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

CH:nm
 Attachment



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2019-20**

District: _____

District Contact: _____

Title: _____

- Quarter #1 July 1 – September 30, 2019 **Report due by October 25, 2019**
- Quarter #2 October 1 – December 31, 2019 **Report due by January 31, 2020**
- Quarter #3 January 1 – March 31, 2020 **Report due by April 24, 2020**
- Quarter #4 April 1 – June 30, 2020 **Report due by July 31, 2020**

Check the box that applies:

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

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

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

CONSENT ITEM

DATE: October 15, 2019

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

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

PREPARED BY: Helene Morris, Director of Administrative Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL CLIMATE, HEALTH, AND LEARNING SURVEY SYSTEM (CAL-SCHLS) AS THEY RELATE TO THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY (CHKS) FOR THE 2019/2020 SCHOOL YEAR**

Background: The California Healthy Kids Survey is the largest statewide survey of resiliency, protective factors, and risk behaviors in the nation. With this survey, schools, districts, counties, and the State have set a standard tool that promotes the collection of uniform data within and across local education agencies that are also comparable to existing State and national survey datasets.

Rationale: The California Healthy Kids Survey is mandated by the State of California Department of Education to be administered every two years for students in grades 5, 7, 9, and 11 to comply with Title IV State requirements. Fullerton School District is administering only those sections of the survey that are required by the State of California Department of Education. The survey provides schools with the developmentally appropriate data they need to guide the implementation of health, prevention, and youth development programs. The survey data will help guide the development of prevention programs targeting specific risk behaviors, as well as fostering youth assets and resilience that protect against these behaviors. Students in grade 5 must have parental permission to take the exam; students in grade 7 must have a letter from a parent if they wish to be excluded from the exam.

Funding: The cost to the District to survey students in grades 5 and 7 will be paid from the Tobacco Use Prevention and Education (TUPE) budget 351, and Child Welfare and Attendance budget 510, not to exceed \$1,352.80.

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

CH:HM:ac
Attachment

MEMORANDUM OF UNDERSTANDING · 2019/20 SCHOOL YEAR

DISTRICT NAME: FULLERTON SCHOOL DISTRICT

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
 - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. Orange County Office of Education will cover 5th, 7th, 9th, and 11th school-level reports, Staff set-up and school-level reports, Parent Set-up and school-level reports, and processed paper parent surveys. All other fees are the responsibility of the district. See attached fee schedule for the 2019-2020 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies

via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2019 and expires on August 31, 2020.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he

or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2019-2020

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

❖ ❖ New for 2019-2020 ❖ ❖

Password Protected Data Dashboard* – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – per survey type	\$150	\$150	\$150
Enrollment Fee – per student enrolled	\$0.40		
Paper Processing Fee –per parent paper copy returned for processing			\$0.40
Supplementary Modules – each supplemental module	\$100	\$100	\$100
School Reports – per school	\$75	\$75	\$75
School Climate Report Card – per eligible school	\$75		
District Climate Report Card – free if all eligible schools ordered	\$250		
County Climate Report Card	\$750		
District Raw Data – per data set	\$75	\$75	\$75
County-Wide Raw Data – per data set	\$500	\$500	\$500
County-Wide Report – per report	\$500	\$500	

* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

Custom Services

Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

Other Custom Requests – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Signature

Printed name

Printed name

Date

Date

CONSENT ITEM

DATE: October 15, 2019

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

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

SUBJECT: **APPROVE/RATIFY AFFILIATION AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND NEW YORK UNIVERSITY, STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT EFFECTIVE SEPTEMBER 18, 2019**

Background: New York University (NYU) is an out-of-state institution that wishes to partner with the Fullerton School District to allow placement services of students in their teacher education preparatory program. NYU's Steinhardt School of Culture, Education, and Human Development is fully accredited by the Teacher Education Accreditation Council.

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

Funding: Not applicable.

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

CH:nm
Attachment

AFFILIATION AGREEMENT

New York University Steinhardt School of Culture, Education, and Human Development

THIS AGREEMENT is made as of the 18th day of September, 2019 by and between:

New York University, on behalf of its Steinhardt School of Culture, Education, and Human Development, located at 82 Washington Square East, 5th Floor, New York, NY 10003 (hereinafter, the “University”), and Fullerton School District, located at 1401 West Valencia Drive, Fullerton, CA 92833 (hereinafter, the “Facility” and, together with the University, the “Parties”).

WHEREAS, the University’s Steinhardt School of Culture, Education, and Human Development has various educational programs for students in the fields of health and human development (each, a “Program”); and

WHEREAS, the Facility has the facilities to provide relevant clinical training to students in one or more Programs as set forth on Schedule 1 hereto, which Schedule 1 may be amended from time to time in writing signed by the Parties; and

WHEREAS, the Facility and the University desire to affiliate for the purpose of providing clinical training for students enrolled in a Program of the University.

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. To assume full responsibility for the planning and implementation of the entirety of each Program, including the portion of such Program that involves clinical training. The Facility has the right to approve the portion of each Program to be conducted on its premises in advance of its implementation.

2. To be responsible for scheduling student placements at the Facility and informing the Facility of the number of students to be assigned placement. The number of students and placement schedule shall be subject to the approval of the Facility.

3. To provide a clinical education coordinator who will act as liaison between the University and the Facility and will correlate the academic and clinical levels of experience of the students.

4. To instruct all students placed at the Facility of their responsibility for complying with all pertinent rules and regulations of the Facility of which they are advised.

5. a. To instruct all students and faculty to maintain the confidential nature of all patient medical records and protected health information (“PHI”) to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any other applicable privacy laws; and

b. to instruct all students to maintain the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law.

6. To keep all Program-related records and reports pertinent to the student's clinical experience while at the Facility (excluding patient identifiable protected health information).

7. To inform each student assigned to the Facility that such student is required, upon request, to meet all Facility requirements for approval to participate in this clinical experience. All costs related to requirements for clearance and approval to participate in this clinical experience are the responsibility of the student. These requirements include the ability: (i) to provide the Facility with evidence that he/she is in good general health, as determined by a physical examination, and that he/she is free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter his/her behavior; (ii) to provide the Facility with evidence of the following:

(a) an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

(b) a ppd (Mantoux) skin test for tuberculosis prior to participation in the Practicum. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(c) if born on or after January 1, 1957,

(1) diagnosis by a physician as having had measles disease (rubeola);

(2) demonstration of serologic evidence of measles antibodies; or

(3) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than thirty (30) days after the first dose but after 15 months of age;

(d) a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record;

(e) proof of vaccination against Hepatitis B, proof of immunity to Hepatitis B, or a letter from the student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

8. That students placed in the Facility shall be required to maintain health insurance coverage. Prior to placement in the Facility, students may be required to send proof of such coverage to the Facility upon the request of the Facility.

B. The Facility agrees:

1. To provide clinical experience to students meeting the standards agreed with the University in respect of the relevant Program, of recognized accrediting agencies, and of State agencies.

2. To provide supervision of the clinical training of each student by a qualified Facility staff member whose responsibilities will include orientation of the student to the Facility, planning of clinical experiences, and the evaluation of student performance.

3. To make available to the students the space, facilities, equipment, and supplies necessary as pertinent to the students' clinical experience, to the extent that this will not interfere with the care and treatment being rendered to patients.

4. To acknowledge that University students and faculty may have access to the Facility's protected health information during clinical experiences.

5. To permit students to use the Facility cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

6. To provide emergency medical care to students who become ill or injured while on the Facility's premises, if feasible. The students shall arrange for medical care beyond that of an emergency nature. A student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an emergency nature.

C. The University and the Facility agree:

1. That the University shall provide each student with general instruction in the infection control procedures used in health care facility settings, including a review of the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations. The Facility agrees that, as part of each student's orientation to the rules, regulations, policies and procedures of the Facility, it shall instruct each student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, as they have been implemented at the Facility. The Facility shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student

who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the Facility requires that students undergo a respiratory fit test in advance of placement, the Facility will perform such fit tests with the student's prior consent.

2. In connection with its performance under this Agreement, Facility may create and maintain on behalf of University "educational records" of students, and University may disclose "personally identifiable information" from education records to Facility under the "school official" exception, as such terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). Facility agrees to use, maintain, and make available such education records in accordance with the requirements of FERPA and in accordance with University's FERPA Guidelines, which are available at www.nyu.edu/apr/ferpa.htm. In particular, Facility agrees to (i) not disclose personally identifiable information from education records to any other party without prior written consent of University; (ii) use such information other than for the purpose of performing its obligations under this Agreement; and (iii) fully cooperate with University in connection with any request by a student to review and/or amend his or her education records.

3. That at no time will they discriminate against any employee, applicant, patient, or student because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital or parental status, veteran or disabled veteran status or citizenship status.

4. That no student placed in the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the University, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights or benefits normally afforded to employees or agents of the Facility or the University.

5. That the Facility reserves the right to screen students in advance of their placement at the Facility in connection with the Program.

6. That the Facility retains the right to remove any student from the Facility who: (i) endangers patient health, welfare or safety; (ii) disrupts the business or operations of the Facility; (iii) fails to comply with the direction of the Facility staff; (iv) fails to abide by the rules, regulations, policies and procedures of the Facility; or (v) is not suited to the clinical training in the Facility's reasonable opinion. The University retains the right to remove any student from the Facility who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University's honor code; or (iii) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

7. That, notwithstanding any other provision of this Agreement, the Facility retains ultimate responsibility for the care of its patients at all times.

8. Each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and (ii) commercial general liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. When requested, (iii) follow form excess/umbrella liability insurance with limits not less than \$1,000,000 per occurrence/aggregate. Each Party's insurance coverage shall be maintained with a nationally recognized and reputable carrier or self-insurance reasonably satisfactory to the other Party. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the School is an institution operated by a municipality or government agency or municipal or government employees, the School may fulfill the requirements of this Section 8 through insurance provided by or through such municipality or government agency covering the School's activities and personnel and otherwise meeting the requirements of this Section 8.

9. That each party (each an "Indemnifying Party") will defend and indemnify the other party, its affiliated entities and their respective trustees, directors, officers, employees, and representatives (each an "Indemnified Party") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims resulting from or arising out of (i) the negligence or willful misconduct of the Indemnifying Party in connection with this Agreement or (ii) breach by the Indemnifying Party of any of the terms of this Agreement or any applicable law or regulation. The Indemnified Party will provide the Indemnifying Party with prompt written notice of any claim for which it seeks indemnification under this Agreement, provided that any failure or delay in providing such notice will not relieve the Indemnifying Party of any obligations under this provision except to the extent such failure or delay prejudices the defense of any such claim. The Indemnifying Party will have the right to control the defense of any such claim with counsel that is reasonably acceptable to the Indemnified Party. In defending such claim, the Indemnifying Party will keep the Indemnified Party informed of all material matters relating to the defense of such claim and will not agree to any compromise or settlement of such claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. The Indemnified Party will provide reasonable cooperation to the Indemnifying Party in the defense of such claim. The Indemnified Party may participate in the defense or settlement of such claim at its own expense and with counsel of its own choice. This provision shall survive the termination or expiration of the Agreement.

10. That at an appropriate time in the application process, the University shall require each student who wishes to participate in the clinical experience to allow a third party vendor engaged by the University to, with the consent of such student, perform a background check and provide the results thereof directly to the Facility prior to such student beginning the clinical experience. The Facility reserves the right to deny participation in the clinical experience to any student applicant for any lawful reason and will follow all applicable laws when exercising this

right; and the student shall have no right of appeal to the Facility except as permitted by law. Any excluded individuals are expressly prohibited from participating in the clinical experience.

11. That this Agreement becomes effective as of the date first written above and will continue in full force and effect until termination. This Agreement may be terminated by mutual written agreement at any time or by either Party giving sixty (60) days' prior written notice to the other Party; provided that, any student placed at the Facility for clinical training up to and including the date of termination shall be permitted to complete his/her assignment.

12. That neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

13. That all notices required hereunder shall be in writing and shall be delivered by messenger or by certified first-class mail, or transmitted by facsimile, and in accordance with the return receipt requested:

to the University:

Global Affairs & Experiential Learning
Steinhardt School of Culture, Education, and Human Development
New York University
82 Washington Square East, 5th Floor
New York, NY 10003

to the Facility:
1401 West Valencia Drive
Fullerton, CA 92833

14. That this Agreement is not for the benefit of any third party.

15. That each of the parties shall perform its obligations hereunder as an independent contractor. Nothing contained in this Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.

16. That this Agreement may be modified only by mutual written and signed agreement of the authorized representatives of the Parties thereto. This Agreement supersedes all other prior similar agreements between the Parties in respect of the subject matter hereof.

17. That this Agreement shall be interpreted in accordance with the laws of the State

of New York without regard to its conflicts of laws principles.

18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF

FULLERTON SCHOOL DISTRICT

Signature: _____

Printed Name: Chad Hammitt, Ed.D.

Title: _____

Date: _____

NEW YORK UNIVERSITY

Signature: _____

Printed Name: ZACHARY KLIM

Title: Executive Director, GLOBAL AFFAIRS & EXPERIENTIAL LEARNING
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: _____

Schedule 1
to Affiliation Agreement between New York University and Fullerton School District

Programs

Communicative Sciences and Disorders
Mental Health & Wellness
Counseling and Guidance

FOR AND ON BEHALF OF

FULLERTON SCHOOL DISTRICT

Signature: _____

Printed Name: Chad Hammitt, Ed.D.

Title: _____ Date: _____

NEW YORK UNIVERSITY

Signature: _____

Printed Name: ZACHARY KLIM

Title: Executive Director, GLOBAL AFFAIRS & EXPERIENTIAL LEARNING
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: _____

CONSENT ITEM

DATE: October 15, 2019

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

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

SUBJECT: **APPROVE CLINICAL AFFILIATION AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND WEST COAST UNIVERSITY, INC., EFFECTIVE JANUARY 1, 2020**

Background: West Coast University (WCU), Inc., is a fully accredited institution of higher education. WCU wishes to partner with the Fullerton School District to allow students in their Occupational Therapy program to conduct fieldwork in the District.

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

Funding: Not applicable.

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

CH:nm
Attachment

CLINICAL AFFILIATION AGREEMENT

Between

West Coast University, Inc.

151 Innovation Drive, Irvine, CA 92617

And

FULLERTON SCHOOL DISTRICT

1401 W Valencia Drive, Fullerton, CA 92833

West Coast University, Inc. (hereafter referred to as "University,") and Fullerton School District (hereafter referred to as "Facility,") agree that educational experiences will be provided at the Facility for students in the program of the University.

RECITALS

WHEREAS, clinical/community/externship experience is a required and integral component of the University curricula; and

WHEREAS, University desires the cooperation of Facility in implementing a clinical/community/externship experience to provide training to students in the practical applications of their fields of study as outlined in Schedule A – Program Contacts; and

WHEREAS, Facility wishes to assist the University in implementing the Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, University and Facility enter into this Agreement on the terms and conditions set forth below.

1. Responsibilities of the University

- A. University Designee. University shall designate a member of the University Staff to participate with the designee of Facility in planning, implementing, and evaluating the clinical experiences provided to students of University. The Designee shall provide Facility with contact information for same.
- B. Student Assignments. University shall assign students only to facilities that can provide the experience necessary to meet the objectives of the clinical experience.
- C. Schedule of Assignments. University shall notify Facility of its' planned schedule of student assignments, including the name(s) of the student(s), their level(s) of academic preparation, and length(s) and date(s) of planned clinical experience(s).
- D. Student Profile. University shall complete and provide to Facility a profile for each student who will be provided with training at Facility which shall include the appropriate student contact information prior to the beginning date of the planned clinical experience. The facility shall use such information for its own purposes and shall not release the information to any third party.
- E. Faculty/Student Ratio. University shall ensure that students are supervised by an appropriate University faculty member or Facility-based preceptor or fieldwork educator at a ratio agreed upon by University and Facility, and in compliance with regulations governing the clinical experience.

- F. Rules and Regulations. University shall enforce rules and regulations governing the students that are mutually agreed upon by University and Facility. University's students will comply with all applicable federal, state, county, and city regulatory requirements.
- G. Student Insurance. The University shall provide professional liability insurance for all of its clinical/externship students at the Facility. The University shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per incident with three million dollars (\$3,000,000) annual aggregate. University shall provide Facility with written confirmation that each student being provided with training at Facility is covered by said professional liability insurance and by health insurance.
- H. The University agrees to indemnify, defend and hold harmless the Facility, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from services performed by the University's enrolled students or University employees pursuant to this agreement.

2. Responsibilities of the Student.

University shall notify the students that they are responsible for

- A. Following the clinical and administrative policies, procedures, rules and regulations of the Facility;
- B. Completing required Facility orientation.
- C. Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any health record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained during the clinical experience is forbidden except as a necessary part of the clinical experience;
- D. Adhering to patient's rights in accordance with the Facility, state, and federal rules and regulations, as they apply;
- E. Adhering to rules and regulations developed by University to govern student activities during clinical experiences including following the dress code and wearing name badges identifying themselves as students;
- F. Arranging their own transportation when not provided by University;
- G. Arranging for and assuming the cost of their own health insurance;
- H. Assuming responsibility for personal illness; and necessary immunizations, titers, and tests, background checks, and annual health examinations, if required by the Facility;

- I. Refusing to accept financial compensation that is not previously authorized by both University and Facility, or any form of gratuity for rendering patient care;
 - J. Attending all scheduled days at Facility;
 - K. Obtaining supervision when performing procedures, when University or Facility regulations require such supervision or when lack of supervision may pose a safety risk;
3. Responsibilities of the Facility
- A. The Facility Designee. Facility shall designate a member of Facility Staff to participate with the designee of University in planning, implementing, and evaluating clinical experiences provided to students of University and shall provide University with contact information for such designee.
 - B. Facility Orientation. Facility will provide University faculty members with students assigned (or students assigned to a facility-based preceptor or fieldwork educator) at said Facility with an orientation to same prior to the beginning date of the planned clinical experience.
 - C. Clinical Experience. Facility shall accept from University the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with clinical experiences consistent with the objectives of the clinical experiences and the Facility shall provide all appropriate/necessary supervision of the University's students assigned to the Facility pursuant to the terms of this Agreement.
 - D. Access to Facilities. Facility shall permit students enrolled in the Program access to Facility as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Facility.
 - E. Facility Communication with University. Facility shall notify University designee and/or faculty member as soon as possible when concerns arise and provide University faculty with the opportunity to address/resolve said concern.
 - F. Withdrawal of Students. Facility may request University to withdraw from Facility any student who Facility determines is not performing satisfactorily, or who refuses to follow Facility's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons Facility desires to have the student withdrawn.
 - G. Adequacy of Facility Staff. Facility is responsible to assure that Facility staff is adequate in number and quality to insure safe and continuous health care services to their patients.
 - H. Emergency Health Care First Aid. Facility shall, on any day when one or more students are receiving training at Facility, provide to students and/or faculty members of University necessary emergency health care or first aid for accidents occurring in Facility. Except as provided regarding such emergencies, Facility shall have no obligation to furnish medical or surgical care.

- I. The Facility agrees to indemnify, defend and hold harmless the University, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from the negligent, reckless or willful acts of the Facility or its employees, agents or officers, pursuant to this agreement.

4. Student Role.

The parties agree that students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the University or the Facility for any purpose, including Workers' Compensation or employee benefit programs. Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training under this Agreement.

5. Term and Termination

The term of this agreement is one (1) year from the effective date. This agreement will automatically renew for one (1) year terms unless otherwise terminated in writing by either party. Either party may terminate this agreement on written notice to the other at least thirty (30) days in advance of the next training experience. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the University term during which such termination notice is given.

6. Complete Agreement

This Agreement constitutes the complete understanding of the University and the Facility regarding their relationship and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is in writing and signed by both parties.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and/or to be performed in California, without regard to any choice of law provisions thereof.

8. Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Los Angeles County, California in accordance with the rules of the American Arbitration Association by a single arbitrator. The arbitrator's award shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or

application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow.

9. Severability

Wherever possible, each provision of this Agreement will be interpreted in a manner to be effective and valid, but if any provision is held invalid or unenforceable by anybody of competent jurisdiction, then such provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating or affecting in any manner the remainder of such provision or the other provisions of this Agreement.

10. Breach of Privacy and/or Security of Protected Health Information and/or Other Private Information, Documents and/or Data

Pursuant to all applicable laws, rules, regulations and orders of any state, local, federal and non-U.S. jurisdiction and any administrative agency, both parties agree to notify the other within 24 business hours of any breach or suspected or potential breach of the privacy and/or security of any Protected Health Information and/or other private information, documents and/or any other data.

FERPA: Facility agrees to maintain the confidentiality of all participating students' academic records pursuant to the Family Education Rights and Privacy Act of 1974, as amended.

HIPAA and Related Regulations: University hereby agrees to comply, and to cause its faculty members and students to comply, with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and all amendments and regulations thereto, and agrees to inform the students and its' faculty members of these requirements. In addition, University will provide instruction to the students and faculty in safeguarding the privacy of Protected Health Information (PHI); and will maintain verification of such training on file for the applicable time period pursuant to all pertinent and applicable local, state, and federal regulations, including HIPAA regulations.

11. Notice

All notices to be given under this Agreement shall be in writing, given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.

UNIVERSITY: West Coast University, Inc.
590 N. Vermont Avenue
Los Angeles, CA 90004
Attention: **Zipporah Brown, OTD, OTR/L**

FACILITY: Fullerton School District
1401 W Valencia Drive
Fullerton, CA 92833
Attention: Robert Pletka, Ed.D., Superintendent

12. Authority to Sign.

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

13. No Third Party Beneficiaries

This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

14. No Waiver

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Date

Stacey Willis, OTD, OTR/L
Dean, Program Director
Master of Science in Occupational Therapy
Doctorate of Occupational Therapy
West Coast University, Inc.

Date

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

(SCHEDULE A TO FOLLOW)

Schedule A – Program Contacts

Please check the box next to the programs to which this Clinical Affiliation Agreement will apply and provide contact information for the person responsible for that area:

	Program Name/Facility Contact	Program Name/University Contact
<input type="checkbox"/>	Nursing Contact name: Address: Phone: Email:	West Coast University, College of Nursing
<input type="checkbox"/>	Pharmacy Contact name: Address: Phone: Email:	West Coast University, School of Pharmacy
<input type="checkbox"/>	Physical Therapy Contact name: Address: Phone: Email:	Doctor of Physical Therapy Jessica Rancour, PT, DPT, Certified MDT Assistant Professor / Director of Clinical Education 590 N. Vermont Avenue Los Angeles, CA 90004 Phone: 323-454-5062 Email: jrancour@westcoastuniversity.edu
X	Occupational Therapy Contact name: Address: Phone: Email:	Master of Science in Occupational Therapy/ Doctorate of Occupational Therapy Zipporah Brown, OTD, OTR/L Assistant Professor/Academic Fieldwork Coordinator 590 N. Vermont Avenue Los Angeles, CA 90004 Phone: 323-300-5173 Email: zbrown@westcoastuniversity.edu

CONSENT ITEM

DATE: October 15, 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-B007 THROUGH 19/20-B009 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

RC:DI:y
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$71,395 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	-\$1,286,323
8012	Education Protection Account	1,357,718
	Total:	<u>\$71,395</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$18,126
2000	Classified Salaries	-31,530
3000	Employee Benefits	-588,188
4000	Books and Supplies	-58,914
5000	Services and Other Operating Expenses	101,758
9789	Reserve for Economic Uncertainties	666,395
	Total:	<u>\$71,395</u>

Explanation: This Resolution reflects an increase in revenues for the Local Control Funding Formula. It also includes various adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$164,115 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	-\$228,124
8699	All Other Local Revenue	64,009
	Total:	-\$164,115

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>
1000	Certificated Salaries	-\$18,550
2000	Classified Salaries	27,474
3000	Employee Benefits	73,710
4000	Books and Supplies	-330,988
5000	Services & Other Operating Expenses	92,803
7000	Other Outgo	-8,564
	Total:	-\$164,115

Explanation: This Resolution reflects a decrease in revenue and expenditures for Title I, Part A and Title III Immigrant Education Program. Also included are increases for Title II Teacher Quality, Title IV Every Student Succeeds Act (ESSA), Early Learning Inclusive Pre-School (ELIP), fine arts and various donations to school sites. It also includes adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$15,000
3000	Employee Benefits	2,370
4000	Books and Supplies	-67,370
5000	Services & Other Operating Expenses	50,000
Total:		\$0

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

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

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

Date: _____

By: _____

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE UPDATED MEMORANDUMS OF UNDERSTANDING (MOU) BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION FOR THE 2019/2020 SCHOOL YEAR

Background: During the 2018/2019 school year, the Fullerton School District worked closely with the Fullerton Elementary Teachers Association (FETA) to develop Memorandums of Understanding (MOU) on Evaluation, Physical Education, and Focus Teachers. These MOUs have since expired and the District and FETA wish to extend them for the 2019/2020 school year.

Evaluations: This MOU will extend the evaluation pilot for the 2019/2020 school year.

Physical Education: This MOU will continue to allow students the option of taking Physical Education classes through independent study for the 2019/2020 school year.

Focus Teachers: This MOU will allow the District to continue to hire Focus Teachers for the purpose of providing instruction and intervention to students related to a school's specific focus and available funding for the 2019/2020 school year.

Rationale: MOUs will provide clarity on implementation of certain initiatives.

Funding: Any costs would come from the respective sites' General Fund budget.

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

CH:nm
Attachments

MEMORANDUM OF UNDERSTANDING

Between the

Fullerton School District (FSD)

and the

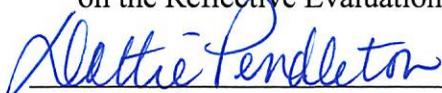
Fullerton Elementary Teachers Association (FETA)

October 7, 2019

Article 11 Evaluation Process – MOU Pilot 2019-2020 Implement Task Force Recommendations

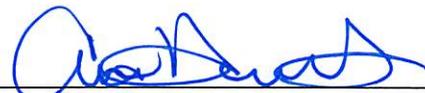
1. The District and FETA agree that all staff, where appropriate based on assignment, will review appropriate student achievement data to determine areas of focus for goals based on “Guaranteed and Viable standards.”
2. The District and FETA agree that all certificated staff who are on cycle for evaluation will complete the Goals and Activities section of the Evaluation Form of all three focus areas based upon the appropriate Reflective Evaluation Form.
3. Certificated staff who are being evaluated will complete all sections of the reflective evaluation Form:
 - a. The completion of Part A section should be done through dialogue with the individual teacher or, where pertinent, the Subject matter team or PLC team.
 - b. Observations and data collection will take place for all staff throughout the year.
 - c. All observations for permanent certificated staff on evaluation cycle will consist of informal walk-throughs and feedback.
 - i. Probationary, temporary, intern, shall also participate in two (2) formal lesson observations.
 - ii. Permanent Certificated employees on an assistance plan, shall also participate in at least one (1) formal lesson observation.
 - iii. Formal lesson observations may consist of a pre and post lesson meeting, a written lesson plan, and a formal observation with the evaluator.
4. Should it be the determination of the evaluator that deficiencies exist in the performance of the teacher, the evaluator shall determine what remedial action is necessary. The evaluator shall make specific recommendations as to areas for improvement in the teacher’s performance and shall provide a program to assist in the correction of any deficiencies, and allow sufficient time to demonstrate satisfactory improvement.
5. Any teacher with permanent status who has received an assistance plan pursuant to Section 4 immediately above, who subsequently receives an overall performance evaluation rated as “At-Risk” shall be referred to the PAR Program as provided in Article 12.

- a. Teachers who are recommended for PAR will be noticed on page 1 (signature page) of the Reflective Evaluation Form and an assistance plan will be created.
6. Evaluator's feedback will be completed for each certificated staff who are being evaluated as listed below:
 - a. Probationary, temporary, intern, or under an assistance plan:
 - i. Part 2B – Mid-Year Administrator Feedback
 - ii. Part 3B – Year End Administrator Feedback
 - b. Permanent
 - i. Part 2B – Mid-Year Administrator Feedback (may be completed verbally upon mutual agreement between evaluator and certificated staff member)
 - ii. Part 3B – Year End Administrator Feedback
 7. All evaluation documents will be placed in the certificated staff's personnel file with all the protections and guidelines attributed to documents in the personnel file.
 8. At the request of the District and/or Association, the Evaluation Sub-Task Force will make mutually agreed upon adjustments in the form and plan throughout the year where deemed necessary.
 9. After all certificated staff have been evaluated using this new evaluation process, FETA and the District will extend the off-cycle period. Permanent certificated staff with ten (10) or more years of District experience in good standing will then be evaluated every three (3) years upon agreement by the administrator. The administrator may choose to evaluate the employee on a more frequent basis, or the unit member may require a more frequent evaluation.
 10. It is the current proposal that the three parts of the assessment form (Analysis and Strategic Planning, Mid Year Reflection and Feedback, Year End Reflection and Feedback) shall comprise a biennial evaluation (unless earned Permanent off-cycle status, as defined in number 9) for approximately one-half of each site or department's permanent certificated employees.
 11. All bargaining unit members who are probationary, temporary, intern, or under an assistance plan will be fully evaluated annually and will be noticed according to the timeline on the Reflective Evaluation Form. All bargaining unit members who are permanent will be fully evaluated biennially (unless meeting #9 criteria) and will be noticed according to the timeline on the Reflective Evaluation Form.



Dottie Pendleton
 Negotiations Chairperson
 FETA

Date: 10/7/19



Chad Hammitt, Ed.D.
 Assistant Superintendent
 Personnel Services

Date: 10/7/19

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

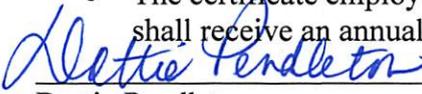
Fullerton Elementary Teachers Association (FETA)

October 7, 2019

For the 2019-2020 school year, the Fullerton School District (FSD) will be offering students the option of taking Physical Education classes through an independent study program for students in seventh (7th) and eighth (8th) grades as described in Board Policy 6142.7.

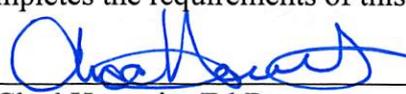
The students taking Physical Education classes through an independent study program need to have single subject physical education teacher as the supervisor. These procedures shall be followed for single subject physical education teachers supervising students in independent study physical education classes:

- An email will be sent to all certificated employees who have informed FSD that they hold a single subject physical education credential requesting that they respond regarding their interest in supervising students who choose to take Physical Education classes through an independent study program.
 - Certificated employees who do not respond by the date listed in the email will not be considered for this assignment(s).
 - Teachers will be selected using a rotating order seniority list from most senior to least senior. Teachers who declined an assignment when it is offered will be treated as if they had taken an assignment and moved to the bottom of the rotating seniority list.
- The certificated employee who accepts this assignment will be responsible for monitoring and verifying the ISPE activity logs for a maximum of ten (10) students who are taking Physical Education classes through an independent study program.
 - ISPE logs need to be reviewed, verified, and signed-off every trimester/semester.
 - ISPE logs will be sent to the Director of Administrative Service, Helene Morris, no later than one (1) week after the end of the trimester/semester.
 - Review of the ISPE logs should take maximum of fifteen (15) minutes per trimester/semester per student.
- The certificate employee who accepts and completes the requirements of this assignment shall receive an annual stipend of \$500.



Dottie Pendleton
Negotiations Chairperson
FETA

Date: 10/7/19



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

Date: 10/7/19

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

October 7, 2019

This agreement is entered into between the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA).

FSD and FETA have determined that it is in the best interest of all parties to establish a new certificated position, "Focus Teacher," for the purposes of providing instruction and intervention to students related to a school's specific focus and available site funds. A school's focus shall be determined by the school's Leadership Team and the site administrator with staff input.

FSD may employ certificated temporary employees with an appropriate credential as Focus Teachers pursuant to Education Code section 44909.

Between July 1, 2019 and June 30, 2020 such employment shall be up to one school year for a cumulative total not to exceed one hundred thirty (130) workdays and a total of or more than nineteen (19) hours per week and a cumulative total not to exceed five hundred seven (507) hours per school year. Such employees would be entitled to a 10-minute break during their work shift and the option of establishment of an unpaid thirty (30) minute duty-free lunch period by mutual agreement between the Focus Teacher and the principal.

Service as a Focus Teacher shall not be included in computing the service required to become a permanent certificated employee of FSD. A Focus Teacher will be credited for one (1) year of teaching experience for every two (2) years of consecutive service as a Focus Teacher with the District if the employee has worked one hundred thirty (130) days and at least three and three-quarters (3.75) hours per day in each previous school year and is subsequently employed by FSD in a contracted position paid on the Certificated Salary Schedule.

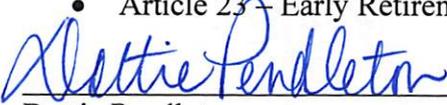
A Focus Teacher may apply for open positions in FSD during his/her temporary contract period and will be released from the Focus Teacher contract if offered such position.

Focus Teachers shall be compensated at the hourly rate of Step 1 Column 1 on the Certificated Salary Schedule (\$38.20 for the 2019-2020 school year).

Focus Teachers will be evaluated under the provisions of the Evaluation Memorandum of Understanding between FSD and FETA dated October 7, 2020.

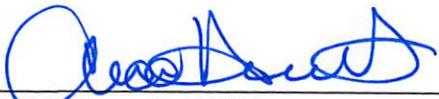
The Focus Teacher shall be covered by the terms and provisions of the contract between FSD and FETA except as follows:

- Article 8 – Hours of Employment
- Article 9 – Work Year
- Article 10 - Transfers
- Article 12 – Peer Assistance and Review
- Article 16 - Salaries
- Article 17 – Fringe Benefits
- Article 23 – Early Retirement



Dottie Pendleton
Negotiations Chairperson
FETA

Date: 10/7/19



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

Date: 10/7/19

CONSENT ITEM

DATE: October 15, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Patricia Chiles, Program Coordinator, Educational Services

SUBJECT: **APPROVE GATE PROGRAM COORDINATOR AND GATE TALENT ACADEMY COORDINATOR TO ATTEND THE 2019 NATIONAL ASSOCIATION FOR GIFTED CHILDREN (NAGC) 66th ANNUAL CONVENTION IN ALBUQUERQUE, NEW MEXICO FROM NOVEMBER 7-10, 2019**

Background: The National Association for Gifted (NAGC) 66th Annual Convention and Conference is a 4-day national event held in Albuquerque, New Mexico. The National Association for Gifted Children connects and empowers educators and parents to meet the unique needs of gifted and talented individuals through awareness, advocacy and action. National Association for Gifted Children is the nation's largest advocacy group for gifted and talented children.

Rationale: NAGC is the premier GATE Association in the United States. The conference will provide a wonderful opportunity to network, promote, and inform the nation and world about the exceptional learning, innovations, and great teaching practices at the Fullerton School District. NAGC will offer a forum to learn from and collaborate with colleagues from around the world. Mrs. Chiles and Mr. Petris will also be able to discover what other GATE educators are doing in their districts and gain new knowledge and inspiration to bring back and share with our Fullerton teachers.

Funding: Cost is not to exceed \$3,000.00 and is to be paid from GATE funds (115).

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

JL:PC:to

FULLERTON SCHOOL DISTRICT

DISCUSSION ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **FIRST READING OF RESOLUTIONS AND FULL PROPOSITION
PRESENTED BY THE VOTERS BY THE FULLERTON SCHOOL DISTRICT**

Background: In order for the Board to submit to the electors of the District the question of whether bonds of the District in an aggregate principal amount be issued and sold for the purpose of raising money for facility projects within the Fullerton School District, a Resolution must be approved by no less than 4 of the 5 Board Members

Rationale: Current Local, State and Federal funding is inadequate to meet facility infrastructure needs within the District to upgrade, repair, expand, and better equip facilities within the District to improve student learning opportunities, improve student safety and campus security, and make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials.

Funding: To be determined by total cost of holding an election paid from the General Fund.

Recommendation: Staff is not making a recommendation on Version A or Version B of the Resolutions. Staff is merely presenting the criteria of the Orange County Taxpayers Association.

RC:cs
Attachments

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries, computers, vehicles, technology items, or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens' organization; One member who is active in a taxpayer association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

(i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);

(ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;

(iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;

(iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution;

(g) that the Board does not plan to build and maintain its bond-financed facilities under a Project Labor Agreement;

(h) that the Board will maintain a reserve of 3% of general funds for economic uncertainties;

(i) that the Board will budget 2% - 3% of its operating revenues for maintenance of facilities;

(j) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;

(k) that the Board will adopt a No Pay-to-Play policy;

(l) that bonds will be issued via competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this ____ day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

[Type here]

[Type here]

Version A

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the ___ day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

SB 268

“To repair aging classrooms and facilities at Fullerton elementary and middle schools including deteriorating roofs, plumbing, electrical systems; remove hazardous materials like asbestos; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites and facilities to support student achievement in science, math, engineering, arts, and technology; shall Fullerton School District issue \$198,000,000 in bonds at legal rates (see voter guide for tax rate information), with citizen oversight and all money staying local?”

Shall this measure be adopted: _____ Yes

_____ No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. [The District also prepared a 2019 Master Facilities Plan, which is incorporated herein in its entirety.] The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and technology infrastructure up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

[Type here]

[Type here]

Version A

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND TECHNOLOGY

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and technology infrastructure up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS**School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes**

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology infrastructure to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security

fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND INDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE

[Type here]

[Type here]

Version A

THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries, computers, vehicles, technology items, or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens' organization; One member who is active in a taxpayer association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

- (i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);
 - (ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;
 - (iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;
 - (iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and
- (f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution;
- (g) that the Board will maintain a reserve of 3% of general funds for economic uncertainties;
- (h) that the Board will budget 2% - 3% of its operating revenues for maintenance of facilities;
- (i) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;
- (j) that the Board will adopt a No Pay-to-Play policy;
- (k) that bonds will be issued via competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the

maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this ____ day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

[Type here]

[Type here]

Version B

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the ___ day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

SB 268

“To repair aging classrooms and facilities at Fullerton elementary and middle schools including deteriorating roofs, plumbing, electrical systems; remove hazardous materials like asbestos; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites and facilities to support student achievement in science, math, engineering, arts, and technology; shall Fullerton School District issue \$198,000,000 in bonds at legal rates (see voter guide for tax rate information), with citizen oversight and all money staying local?”

Shall this measure be adopted: _____ Yes

_____ No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. [The District also prepared a 2019 Master Facilities Plan, which is incorporated herein in its entirety.] The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and technology infrastructure up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

[Type here]

[Type here]

Version B

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND TECHNOLOGY

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and technology infrastructure up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS**School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes**

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology infrastructure to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security

fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND INDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE

[Type here]

[Type here]

Version B

THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

ADMINISTRATIVE REPORT

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Director, Educational Services
SUBJECT: CALIFORNIA DASHBOARD LOCAL INDICATORS BOARD REPORT

Background: Based on the Local Control Funding Formula (LCFF), California has a new accountability system that is based on multiple measures. These measures are used to determine local educational agency (LEA) and school progress toward meeting the needs of their students. Performance on these multiple measures will be reported through the new California School Dashboard. This new accountability system is an online tool that reports on multiple measures, including local and State indicators.

Rationale: Staff from Educational Services and Personnel departments will present a review of the local indicators used to measure five LCAP priorities: basic conditions at school, implementation of State academic standards, parent engagement, school climate, and access to a broad course of study.

Funding: Not applicable.

Recommendation: Not applicable.

JL:SC:nm

ADMINISTRATIVE REPORT

DATE: October 15, 2019

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

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

SUBJECT: FIRST READING OF REVISED PUPIL ATTENDANCE CALENDARS FOR THE 2020/2021 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of parents, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations.

The 2020/2021 Pupil Attendance Calendar was initially board-approved on March 12, 2019. It identified Friday, February 12, 2021 as Lincoln's Holiday and Monday, February 15, 2021 as President's Day, which created a 4-day weekend for that time period. The District historically recognized both holidays on Mondays. The change to this practice was made to be in alignment with Fullerton Joint Union High School District (FJUHSD).

FJUHSD has subsequently modified its attendance calendar for the 2020/2021 school year and has reverted back to recognizing both holidays on a Monday.

Rationale: Aligning the District's Pupil Attendance Calendar with the high school's calendar helps to reduce student absences. A finalized, posted calendar will also enable the District's many offices to begin preparation for the 2020/2021 academic year in a timely manner and will allow the District's community members and families to plan accordingly as well.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

